रजिस्ट्री सं० डी एल (एन) 04/0007/2003—05

REGD. No. DL (N) 04/0007/2003—05

भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

साप्ताहिक

WEEKLY

सं. 47] नई दिल्ली, नवम्बर 14—नवम्बर 20, 2004, शनिवार/कार्तिक 23—कार्तिक 29, 1926

No. 47] NEW DELHI, NOVEMBER 14—NOVEMER 20, 2004, SATURDAY/KARTIKA 23—KARTIKA 29, 1926

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 2 नवम्बर, 2004

का.आ. 2935.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खंड (ङ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा विजया बैंक में लिपिक श्री मल्लिकार्जुन सीद्दारादेप्पा मादिनुर को 2 नवम्बर, 2004 से तीन वर्ष की अवधि के लिए और उसके बाद उनके उत्तराधिकारी की नियुक्ति होने तक या विजया बैंक के कर्मकार कर्मचारी के रूप में उनकी सेवाएं समाप्त होने तक या अगले आदेशों तक, इनमें से जो भी पहले हो, विजया बैंक के निदेशक बोर्ड में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है, बशर्ते कि वे लगातार छह वर्ष से अधिक की अवधि के लिए पदभार ग्रहण नहीं करेंगे।

[फा० सं० 15/4/2003-आई० आर०]

ए० थामस, अवर सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 2nd November, 2004

S. O. 2935.—In exercise of the powers conferred by clause (e) of the Sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 read with Sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri Mallikarjuna Siddaradeppa Madinur, Clerk, Vijaya Bank as Workmen Employee Director on the Board of Directors of Vijaya Bank for a period of three years with effect from 2nd November, 2004 and thereafter until his successor is appointed or till he ceases to be a workman employee of Vijaya Bank, or until further orders, whichever is earlier, provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 15/4/2003/IR]

A. THOMAS, Under Secy.

(राजस्व प्रभाग)

(केन्द्रीय आर्थिक आसूचना ब्यूरो)

आदेश

नई दिल्ली, 8 नवम्बर, 2004

का.आ. 2936.—अत: संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं० 673/13/2004-सी०यू०एस० VIII, दिनांक 7-10-2004 को जारी किया और यह निर्देश दिया कि श्री राजीव वर्मा, सुपुत्र श्री के० सी० वर्मा, निवासी : बी-1/592, जनकपुरी, नई दिल्ली को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, तिहाड़, नई दिल्ली में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अत: केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अत: अब उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के सम्मुख उपस्थित हो।

[फा० सं० 673/13/2004-सी०यू०एस० VIII]

एन०एम० कृष्णन, उप सचिव (कोफेपोसा)

(Department of Revenue)

(Central Economic Intelligence Bureau)

ORDER

New Delhi, the 8th November, 2004

S. O. 2936.—Whereas the Joint Secretary to the Government of India, specially empowered under Sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued Order F. No. 673/13/2004-Cus. VIII dated 7-10-2004 under the said Sub-section directing that Shri Rajeev Verma, S/o Shri K. C. Verma, R/o B-1/592, Janakpuri, New Delhi be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by clause (b) of Sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/13/2004-Cus. VIII]

N. M. KRISHNAN, Dy. Secy. (COFEPOSA)

विज्ञान और प्रौद्योगिकी विभाग

नई दिल्ली, 28 अक्टूबर, 2004

का.आ. 2937.—बोस संस्थान, कोलकात्ता नियमावली के नियम 12 (1) के प्रावधानों के अनुसार लोक सभा के निम्नलिखित सदस्य का चयन बोस संस्थान के परिषद् के सदस्य के रूप में किया गया है :—

क्रम सं०	सदस्य का नाम	चयन की तिथि
1.	श्री मोहम्मद सलीम सदस्य, लोक सभा, चितरंजन शिशु सदन, 1, बेलटोला रोड, द्वितीय तल, कोलकात्ता	17-09-2004

2. चयन किए गए सदस्य का कार्यकाल चयन किए जाने की तिथि से तीन वर्षों के लिए होगा और सदन की सदस्यता समाप्त होने के साथ ही उसकी सदस्यता समाप्त हो जाएगी।
3. उपर्युक्त सदस्य की सदस्यता बोस संस्थान, कोलकात्ता के संगत नियमों के अध्यधीन होगी।

[सं० ए I/बी I/08/2004]

शंभू सिंह, निदेशक

DEPARTMENT OF SCIENCE AND TECHNOLOGY

New Delhi, the 28th October, 2004

S. O. 2937.—In terms of the provisions of Rule-12 (1) of the Rules and Regulations of the Bose Institute, Kolkata, the following Member of the Lok Sabha has been elected to serve as Member on the Council of the Bose Institute, Kolkata :—

Sl. No.	Name of Member	Date of Election
1.	Shri Mohammad Salim, Member, Lok Sabha, Chittaranjan Sishu Sadan, 1, Beltola Road, 2nd Floor, Kolkata	17-09-2004

2. The term of office of elected Member shall be three years from the date of election and the same shall come to an end as soon as he ceases to be Member of the House.
3. The membership of the above Member shall be subject to the relevant rules and regulations of the Bose Institute, Kolkata.

[No. AI/BI/08/2004]

SHAMBHU SINGH, Director

अपारंपरिक ऊर्जा स्रोत मंत्रालय

नई दिल्ली, 8 नवम्बर, 2004

का.आ. 2938.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में अपारंपरिक ऊर्जा स्रोत मंत्रालय के प्रशासनिक नियंत्रणाधीन **क्षेत्रीय कार्यालय, राजा बाजार, जगदेव पथ, बेली रोड, पटना-14** को, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं० 11011 (1)/2002-हिंदी]

एस० के० मिश्रा, निदेशक (प्रशासन)

MINISTRY OF NON-CONVENTIONAL ENERGY SOURCES

New Delhi, the 8th November, 2004

S. O. 2938.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rules 1976, The Central Govt. hereby notifies **Regional Office, MNES, Raja Bazar, Jagdev Path, Bailey Road, Patna-14** under the administrative control of Ministry of Non-Conventional Energy Sources, whereof more than 80% staff have acquired the working knowledge of Hindi.

[No. 11011 (1)/2002-Hindi]

S. K. MISHRA, Director (Admn.)

युवा कार्यक्रम और खेल मंत्रालय

शुद्धिपत्र

नई दिल्ली, 29 अक्तूबर, 2004

का.आ. 2939.—शिक्षा एवं समाज कल्याण मंत्रालय (शिक्षा विभाग) के 17 जुलाई, 1979 की अधिसूचना के संदर्भ में, जहां कहीं भी संख्या का नाम आया है उसे राष्ट्रमंडल युवा कार्यक्रम, एशिया-प्रशान्त केन्द्र, चंडीगढ़ के स्थान पर राष्ट्रमंडल युवा कार्यक्रम एशिया केन्द्र, चंडीगढ़ पढ़ा जाए।

[संख्या एफ० 17-13/2004-वाई०एस०-III/1 सी]

वंदना के० जेना, संयुक्त सचिव

MINISTRY OF YOUTH AFFAIRS AND SPORTS

CORRIGENDUM

New Delhi, the 29th October, 2004

S. O. 2939.—Reference Ministry of Education and Social Welfare (Department of Education) Notification dated the 17th July, 1979, the name of the Institution wherever it has occurred may be read as "Commonwealth Youth Programme Asia Centre, Chandigarh" in place of "Commonwealth Youth Programme : Asia-Pacific Centre, Chandigarh."

[No. F. 17-13/2004-YS-III/IC]

VANDANA K. JENA, Jt. Secy.

वाणिज्य और उद्योग मंत्रालय

(औद्योगिक नीति और संवर्धन विभाग)

नई दिल्ली, 30 सितम्बर, 2004

का.आ. 2940.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में व्यापार चिन्ह रजिस्ट्री शाखा, कोलकाता, जिसके 80 प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं० ई-11016/1/2004-हिन्दी]

एस० जगदीशन, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Industrial Policy and Promotion)

New Delhi, the 30th September, 2004

S. O. 2940.—In pursuance of Sub-Rule (4) of Rule 10 of the official language (Use for Official purposes of the Union) Rules 1976, the Central Government hereby notifies Trade Marks Registry Branch, Kolkata whose 80% staff have acquired working knowledge of Hindi.

[No. E-11016 (1)/2004-Hindi]

S. JAGADEESAN, Jt. Secy.

(वाणिज्य विभाग)

नई दिल्ली, 9 नवम्बर, 2004

का.आ. 2941.—निर्यात (क्वालिटी नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 3 के साथ पठित निर्यात (क्वालिटी नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा तारीख 10 जुलाई, 2002 की अधिसूचना का०आ० संख्या 723 (अ) और दिनांक 22 नवम्बर, 2003 को प्रकाशित दिनांक 13 नवम्बर, 2003 की अधिसूचना का०आ० संख्या 3235, दिनांक 6 सितम्बर, 2004 की अधिसूचना संख्या 983 (अ) एवं दिनांक 26 अक्तूबर, 2004 की अधिसूचना का०आ० संख्या 1182 (अ) के तहत संशोधित अधिसूचना में दिनांक 1 नवम्बर, 2004 से प्रभावी निम्नलिखित संशोधन करती है :—

श्री क्रिस्टी एल फेर्नान्डेज, अपर सचिव, वाणिज्य विभाग को श्री ए० सेनगुप्त के स्थान पर निर्यात निरीक्षण परिषद् का अध्यक्ष नियुक्त किया जाता है।

[फा० सं० 3/5/2002-ई आई एण्ड ई पी]

राज सिंह, निदेशक

(Department of Commerce)

New Delhi, the 9th November, 2004

S. O. 2941.—In exercise of the powers conferred by Section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with rule 3 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby makes the following modification with effect from 1st November, 2004 in the notification S.O. No. 723(E) dated 10th July, 2002 and subsequently amended *vide* notification S.O. No. 3235 dated 13th November, 2003 (published on 22nd November, 2003), Notification S.O. No. 983(E) dated 6th September, 2004 and Notification S.O. No. 1182(E) dated 26th October, 2004.

Shri Christy L. Fernandez, Additional Secretary, Department of Commerce is appointed as Chairman of the Export Inspection Council *vice* shri Abhijit Sengupta.

[F. No. 3/5/2002-EI & EP]

RAJ SINGH, Director

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 21 अक्तूबर, 2004

का.आ. 2942.—जबकि, दंतचिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 3 के खण्ड (च) के अनुसरण में डा० अनिल कोहली और डा० एल० के० गांधी को केन्द्र सरकार द्वारा डा० आर० के० बाली और डा० एल० के० गांधी के स्थान पर जिनका कार्यकाल क्रमशः 03-10-2004 और 12-10-2004 को समाप्त हो गया; दिनांक 21-10-2004 से भारतीय दन्तचिकित्सक परिषद् का सदस्य नामित किया गया है।

2. इसलिए अब उक्त अधिनियम के धारा 6 के उपखण्ड (1) के साथ पठित धारा 3 के खण्ड (च) के अनुसरण में केन्द्र सरकार एतद्द्वारा भारत सरकार, स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग) की अधिसूचना सं० का०आ० 430, दिनांक 24 जनवरी, 84 में निम्नलिखित संशोधन करती है :—

क्रम सं० 1 और 2 में "दंतचिकित्सक अधिनियम, 1948 की धारा 3 (च) के अन्तर्गत नामित" शीर्षक के अधीन क्रम संख्या 1 और 2 के समक्ष निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी :—

1.	डा० अनिल कोहली ई-601, ग्रेटर कैलाश-II नई दिल्ली-110048	नामित	केन्द्र सरकार	21-10-2004
2.	डा० एल० के० गांधी सी-56, एन डी एस सी-II, नई दिल्ली-110049	नामित	केन्द्र सरकार	21-10-2004

[सं० वी-12013/1/2004-पी एम एस]

ए० के० सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 21st October, 2004

S. O. 2942.—Whereas, in pursuance of clasuse (f) of Section 3 of the Dentists Act, 1948 (16 of 1948), Dr. Anil Kohli and Dr. L.K. Gandhi have been nominated as members by the Central Government to the Dental Council of India with effect from 21-10-2004 in place of Dr. R. K. Bali and Dr. L. K. Gandhi whose terms have expired on 03-10-2004 and 12-10-2004 respectively.

2. Now, therefore, in pursuance of clause (f) of Section 3 read, with sub-section (1) of Section 6 of the said Act, the Central Government hereby makes the following amendments in the notification of the Government of India, in the Ministry of Health and Family Welfare (Department of Health) No. S. O. 430 dated 24th January 84, namely :

Against serial No. 1 and 2 under the heading 'Nominated u/s 3 (f) of the Dentists Act, 1948 the following entries shall be substituted, namely :—

1.	Dr. Anil Kohli E-601, Greater Kailash-II New Delhi-110048	Nominated	Central Govern-ment	21-10-2004
2.	Dr. L. K. Gandhi C-56, NDSE-II, New Delhi-110049	Nominated	Central Govern-ment	21-10-2004

[No. V-12013/1/2004-PMS]

A. K. SINGH, Under Secy.

नई दिल्ली, 21 अक्तूबर, 2004

का.आ. 2943.—डा० अनिल कोहली, जिन्हें केन्द्र सरकार द्वारा दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 3 के खण्ड (च) के अनुसरण में दिनांक 10-01-2000 से भारतीय दंत चिकित्सा परिषद् का सदस्य नामित किया गया था और जिनका कार्यकाल दिनांक 09-01-2005 को समाप्त होना था, ने त्यागपत्र दे दिया है और उनका त्यागपत्र दिनांक 20-10-2004 से सक्षम प्राधिकारी द्वारा स्वीकार कर लिया गया है।

[सं० वी-12013/1/2004-पी एम एस]

ए० के० सिंह, अवर सचिव

New Delhi, the 21st October, 2004

S. O. 2943.—Dr. Anil Kohli, who nominated by the Central Government as Member to the Dental Council of India in pursuance of clause (f) of Section 3 of the Dentists Act, 1948 (16 of 1948) with effect from 10-01-2000 and whose term was to expire on 09-01-2005 has resigned and his resignation has been accepted by the Competent Authority with effect from 20-10-2004.

[No. V-12013/1/2004-PMS]

A. K. SINGH, Under Secy.

नई दिल्ली, 5 नवम्बर, 2004

का.आ. 2944.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) के प्रयोजन हेतु हार्बिन मेडिकल यूनिवर्सिटी, चीन द्वारा प्रदत्त चिकित्सा अर्हता डाक्टर ऑफ मेडिसिन; उक्त अधिनियम की धारा 14 के अधीन एक मान्यताप्राप्त चिकित्सा अर्हता है;

और, डा. लि. ई. चीनी नागरिक जिनके पास उक्त अर्हता है, एस्कार्ट्स हार्ट इंस्टीट्यूट एंड रिसर्च सेन्टर, नई दिल्ली से धर्मार्थ (चैरिटेबल) कार्य हेतु और न कि व्यक्तिगत लाभ हेतु जुड़े हैं;

अत:; अब, उक्त अधिनियम की धारा 14 की उप-धारा (1) के खण्ड (ग) के अनुसरण में, केन्द्र सरकार एतद्द्वारा विनिर्दिष्ट करती है कि भारत में डा. लि. ई. द्वारा आयुर्विज्ञान की प्रैक्टिस करने की अवधि :—

(क) जुलाई, 2004 से आगे एक वर्ष की अवधि; अथवा

(ख) उस अवधि, जिसके दौरान डा. लि. ई., एस्कार्ट्स हार्ट इंस्टीट्यूट एंड रिसर्च सेन्टर नई दिल्ली से जुड़े हैं, इनमें से जो भी कम हो, तक सीमित रहेगी।

[संख्या वी-11016/1/2004-एम ई (नीति-I)]

पी. जी. कलाधरण, अवर सचिव

New Delhi, the 5th November, 2004

S. O. 2944.—Whereas medical qualification Doctor of Medicine granted by Harbin Medical University, China, is a recognised medical qualification for the purpose of the Indian Medical Council Act, 1956 (102 of 1956) under Section 14 of the said Act;

And whereas Dr. Li Ye, Chinese national, who possess the said qualification is attached to Escorts Heart Institute and Research Centre, New Delhi for the purpose of charitable work and not for personal gain;

Now, therefore, in pursuance of clause (c) of sub-section (1) of the Section 14, of the said Act, the Central Government hereby specifies that the period of practice of medicine by Dr. Li Ye in India shall be limited to :—

(a) a period of one year from July, 2004 on wards; or

(b) the period during which Dr. Li Ye is attached to Escorts Heart Institute and Research Centre, New Delhi whichever is shorter.

[No. V-11016/1/2004-ME (Policy-I)]

P. G. KALADHARAN, Under Secy.

कृषि एवं ग्रामीण उद्योग मंत्रालय

नई दिल्ली, 12 अक्तूबर, 2004

का.आ. 2945.—कयर उद्योग अधिनियम, 1953 (1953 का 45) की धारा-9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंन्द्र सरकार एतद्द्वारा श्री एम. कुमार राजा, क्षेत्रीय अधिकारी, कयर बोर्ड, पोलाची को पदोन्नति आधार पर 28 सितम्बर, 2004 के अपराह्न से अगले आदेशों तक कयर बोर्ड, कोच्ची का सचिव नियुक्त करती है।

[फा.सं. ए- 30011/26/2003-स्था.]

एच. आर. जोशी, अवर सचिव

MINISTRY OF AGRO AND RURAL INDUSTRIES

New Delhi, the 12th October, 2004

S. O. 2945.—In exercise of the powers conferred by sub-section (1) of Section 9 of the Coir Industry Act, 1953 (45 of 1953), the Central Government hereby appoints Shri M. Kumara Raja, Regional Officer, Coir Board, Pollachi as Secretary, Coir Board, Kochi on promotion basis with effect from the afternoon of the 28th September, 2004, until further orders.

[File No. A-30011/26/2003-Estt.]

H. R. JOSHI, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 20 अगस्त, 2004

का० आ० 2946.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवरेस्ट स्केल्स मैन्यूफैक्चरिंग कं., 7-6-5/1, किशनगंज, निजामाबाद-503001 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "ई एस एम सी एस" शृंखला के स्वत: सूचक, अस्वाचालित अंकक, सूचन सहित तोलन उपकरण (टेबल प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "एवरेस्ट" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/301 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृतमापी प्रकार का भार सेल आधारित अधिकतम क्षमता 25 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. सहित अस्वचालित (टेबल प्रकार) तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सीलबंद करने के अतिरिक्त, कपटपूर्ण व्यवहार के लिए मशीन को खोलने से रोकने के लिए सीलबन्द की जाएगी।

और, केन्द्रीय सरकार उक्त की धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) की संख्या 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10000 तक तक की रेंज में सत्यापन मापमान अंतराल (एन) की संख्या सहित 50 तक की रेंज की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(283)/2002]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

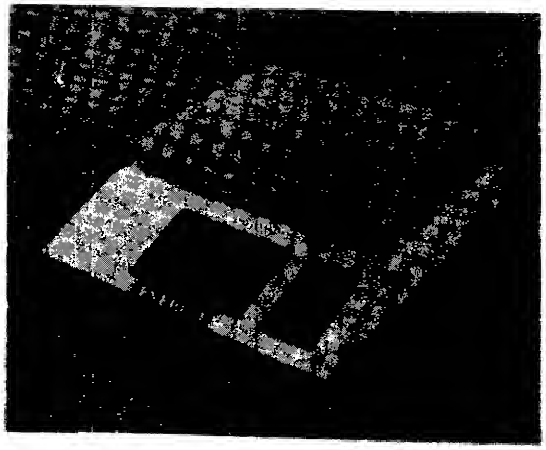
New Delhi, the 20th August, 2004

S.O. 2946.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the self indicating, non-automatic (Table top type) weighing instrument with digital indication of "ESMCS" series of medium accuracy (accuracy class-III) and with brand name "EVEREST" (herein referred to as the Model) manufactured by M/s. Everest Scales Manufacturing Co., 7-6-511, Kishan Gunj, Nizamabad-503001, and which is assigned the approval mark IND/09/2003/301;

The said model (see the figure given) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 25 kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instruments operates on 230 V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing is also done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by sub-section (12) of the said Section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg to 2g and with verification scale interval(n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(283)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 20 अगस्त, 2004

का० आ० 2947.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवरेस्ट स्केल्स मैन्यूफैक्चरिंग कं., 7-6-5/1, किशनगंज, निजामाबाद-503001 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "ई एस एम पी एस" शृंखला के स्वत: सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "एवरेस्ट" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/302 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृतमापी प्रकार का भार सेल आधारित अधिकतम क्षमता 500 कि. ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. सहित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सीलबंद करने के अतिरिक्त, कपटपूर्ण व्यवहार के लिए मशीन को खोलने से रोकने के लिए सीलबन्दी की जाएगी।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10000 तक की रेंज में सत्यापन मापमान अंतराल (एन) की संख्या सहित 500 कि. ग्रा. से अधिक और 1000 कि.ग्रा. तक की रेंज की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{क}, 2×10^{क}, या 5×10^{क} हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(283)/2002]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th August, 2004

S.O. 2947.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of self indicating, non-automatic (Platform type) weighing instrument with digital indication of "ESMPS" series of medium accuracy (accuracy class-III) and with brand name "EVEREST" (herein referred to as the model) manufactured by M/s. Everest Scales Manufacturing Co., 7-6-511, Kishan Gunj, Nizamabad-503001, and which is assigned the approval mark IND/09/2003/302;

The said model (see the figure given) is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500 kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instruments operates on 230 V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing also done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of the said Section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and upto 1000kg with verification scale interval (n) in the range of 500 to 1000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(283)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

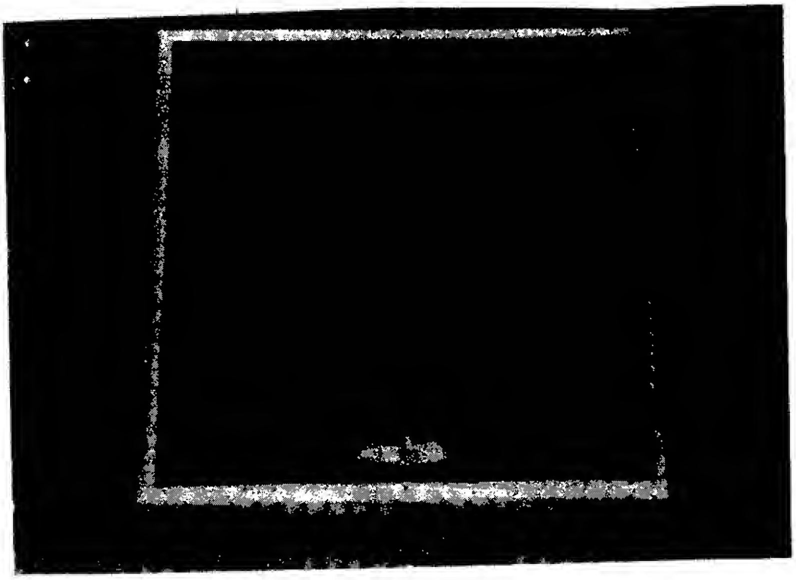
नई दिल्ली, 7 अक्तूबर, 2004

का० आ० 2948.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ऐनिवे इण्डिया प्रा. लि., एफ-87, ओखला इण्डस्ट्रियल एस्टेट, फेज-III, नई दिल्ली द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) वाले ''ज्योति'' शृंखला के तुल्य रूप सूचन सहित अस्वचालित तोलन उपकरण के मॉडल का, जिसके ब्राण्ड का नाम ''ऐनिवे'' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/27 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल स्प्रिंग आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 40 कि. ग्रा. और न्यूनतम क्षमता 5 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 500 ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सील भी की जाएगी।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के ''ई'' मान के लिए 100 से 1000 तक तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और ''ई'' मान 1×10^k, 2×10^k या 5×10^k के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(265)/2003]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

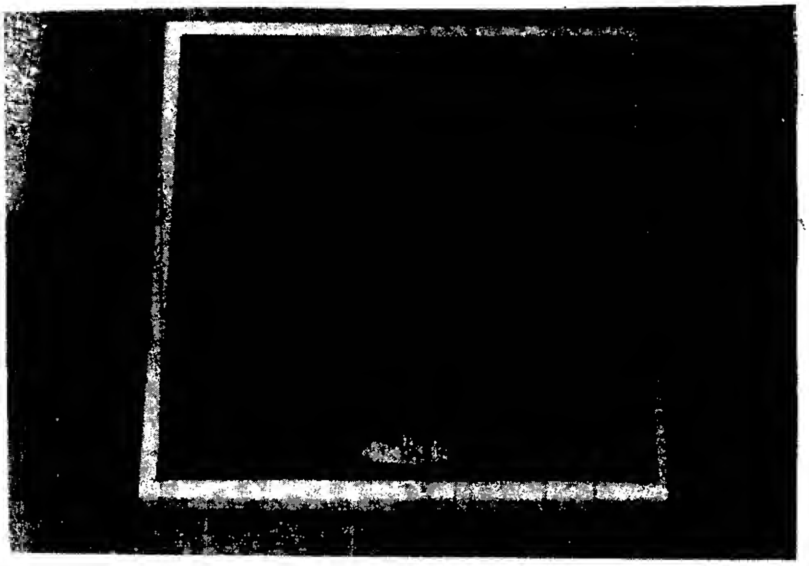
New Delhi, the 7th October, 2004

S.O. 2948.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrumentwith analogue indication of "JYOTI" series of ordinary accuracy (Accuacy class-III) and with brand name "ANNIEWEIGH" (herein referred to as the said model), manufactured by M/s. Annieweigh India Pvt. Ltd, F-87, Okhla Industrial Estate, Phase-III, New Delhi and which is assigned the approval mark IND/09/2004/27;

The said model is spring based non-automatic weighing instrument with a maximum capacity of 40 kg and minimum capacity of 5kg. The verification scale interval (e) is 500g.

In addition to sealing the stamping plate, sealing is also done to stop the opening of the machine for fraudulent practices.



Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the Said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(265)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

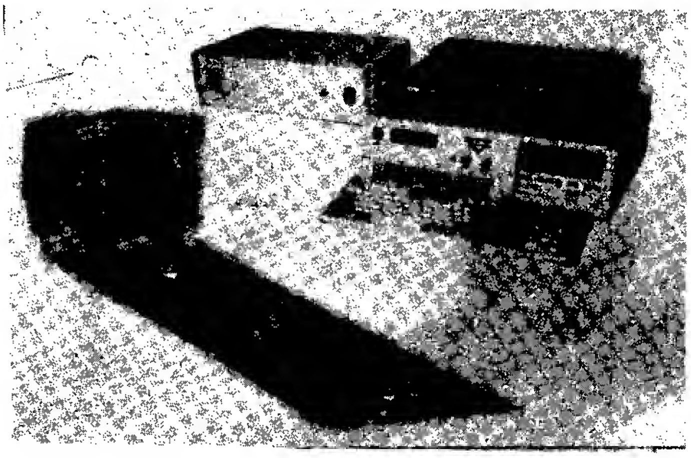
नई दिल्ली, 7 अक्तूबर, 2004

का० आ० 2949.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलेक्ट्रो इण्डिया, 313, अजंता कमर्शियल काम्प्लेक्स, तीसरी मंजिल, गोनडल रोड, राजकोट-360002, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले ''अकाड'' शृंखला के स्वत: सूचक, अस्वचालित अंकक सूचन सहित तोलन उपकरण (कनवर्शन किट वे ब्रिज प्रकार) तोलन उपकरण के मॉडल का, जिसके ब्राण्ड का नाम ''सेमसंग'' है (जिसे इसमें इसके पश्चात उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/493 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का (वे ब्रिज कनवर्शन किट) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधयेतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहार के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द भी किया जाएगा।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 कि. ग्रा. या उससे अधिक के ''ई'' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 5 टन से 50 टन के बीच की अधिकतम क्षमता वाले हैं और ''ई'' मान 1×10^{k}, 2×10^{k} या 5×10^{k} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(311)/2001]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

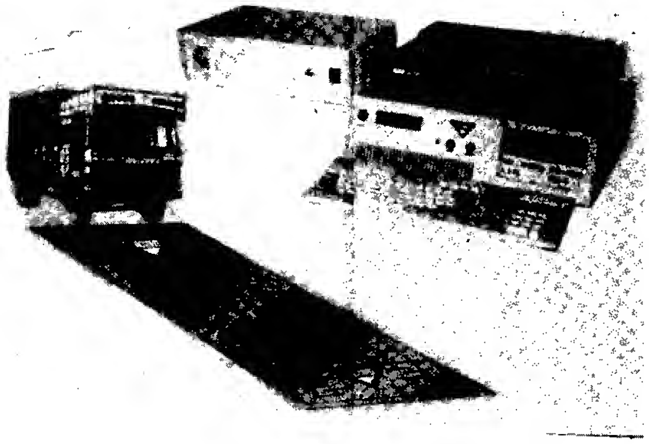
New Delhi, the 7th October, 2004

S.O. 2949.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Conversion kit for weigh bridge type) weighing instrument with digital indication of "ACCORD" series of medium accuracy (accuracy class-III) and with brand name "ACCORD" (hereinafter referred to as the said model) manufactured by M/s. Electro India, 313, Ajanta Commercial Complex, 3rd floor, Gondal Road, Rajkot-360002, Gujarat and which is assigned the approval mark IND/09/2003/493;

The said model (see the figure given below) is a strain gauge load cell based type (conversion kit for weigh bridge) weighing instrument with a maximum capacity of 30 tonne and minimum capacity of 100kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent substractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instruments operates on 230 V, 50Hz alternative current power supply.

Sealing : In addition to sealing the stamping plate, sealing shall be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the power conferred by Sub-section (12) of the Section,36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity above 5 tonnes and upto 50 tonnes and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e'value of 1 kg or more and with 'e' value 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said model has been manufactured.

[F. No. WM-21(311)/2001]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

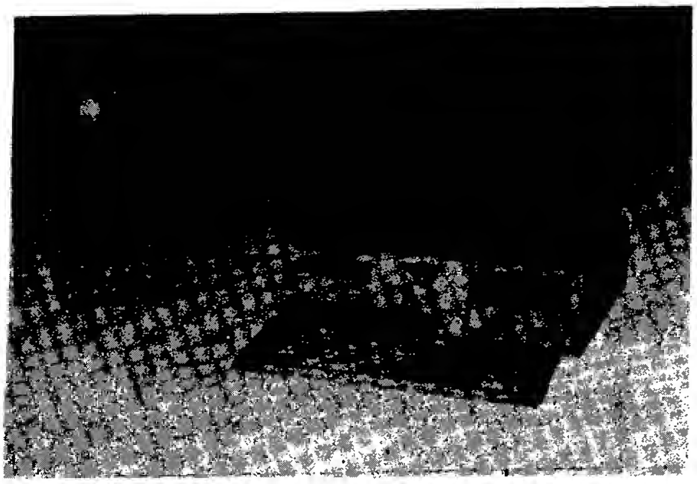
नई दिल्ली, 7 अक्तूबर, 2004

का० आ० 2950.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलेक्ट्रो इण्डिया, 313, अजंता कमर्शियल काम्प्लेक्स, तीसरी मंजिल, गोनडल रोड, राजकोट-360002, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले ''अकार्ड'' श्रृंखला के स्वत: सूचक, अस्वचालित अंकक सूचन सहित तोलन उपकरण (वे ब्रिज मल्टी लोड सेल प्रकार) तोलन उपकरण के मॉडल का, जिसके ब्राण्ड का नाम ''सेमसंग'' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/492 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक मल्टी लोड सेल आधारित वे ब्रिज प्रकार का तोलन उपकरण है। इसकी अधिकतम क्षमता 25 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द किया जाएगा।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 कि. ग्रा. या उससे अधिक के ''ई'' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 5 टन से 50 टन के बीच की अधिकतम क्षमता वाले हैं और ''ई'' मान 1×10^{k}, 2×10^{k} या 5×10^{k} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(311)/2001]

पी० ए० कृष्णामूर्ति, निदेशक विधिक माप विज्ञान

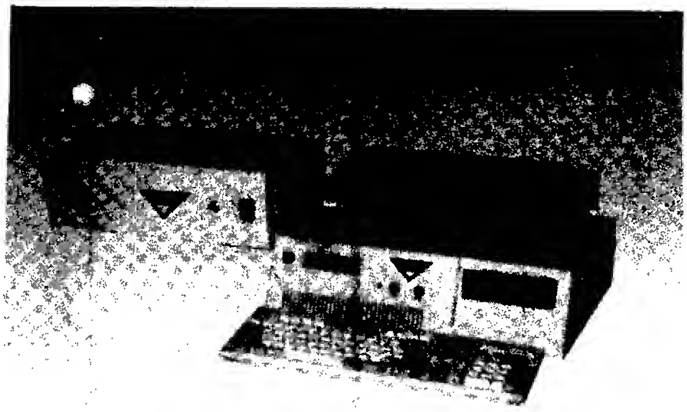
New Delhi, the 7th October, 2004

S.O. 2950.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Multi load cell type weigh bridge) weighing instrument with digital indication of "ACCORD" series of medium accuracy (accuracy class-III) and with brand name "ACCORD" (hereinafter referred to as the said model) manufactured by M/s. Electro India, 313, Ajanta Commercial Complex, 3rd floor, Gondal Road, Rajkot-360002, Gujarat and which is assigned the approval mark IND/09/2003/492;

The said model (see the figure given below) is a starin guage type load cell based weigh bridge type weighing instrument with a maximum capacity of 25 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 percent substractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 VOLTS, 50Hz alternat current power supply.

Sealing : In addition to sealing the stamping plate, sealing shall be done to prevent the opening machine for fraudulent practices.



Further, in exercise of the powers conferred by Sub-section (12) of Section, 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity above 5 tonne and upto 50 tonnes and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 1 kg or more and with 'e' value 1×10^k, 2×10^k or 5×10^k, k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said model has been manufactured.

[F. No. WM-21(311)/2001]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

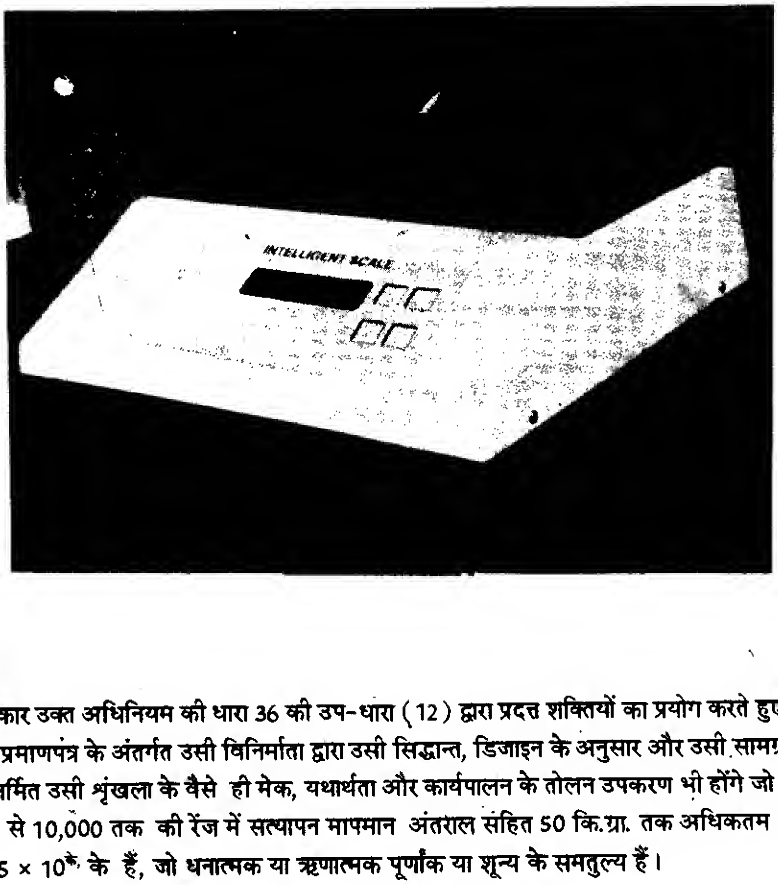
नई दिल्ली, 7 अक्तूबर, 2004

का० आ० 2951.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सुयासन इंटेलीजेंट सिस्टम, 13/2 सातव प्लाट, हडपसर, पुणे-411028 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "सिस्ट-विक्टर-101" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सुयासन" है (जिसे इसमें इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/525 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृतमापी प्रकार का भार सेल आधारित अस्वचालित (टेबल टाप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 10 कि.ग्रा. और न्यूनतम क्षमता 20 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 1 ग्रा. है। इसमें एक आधयेतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल सहित 50 कि.ग्रा. तक अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k} या 5×10^{k} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(137)/2002]

पी० ए० कृष्णामूर्ति, निदेशक विधिक माप विज्ञान

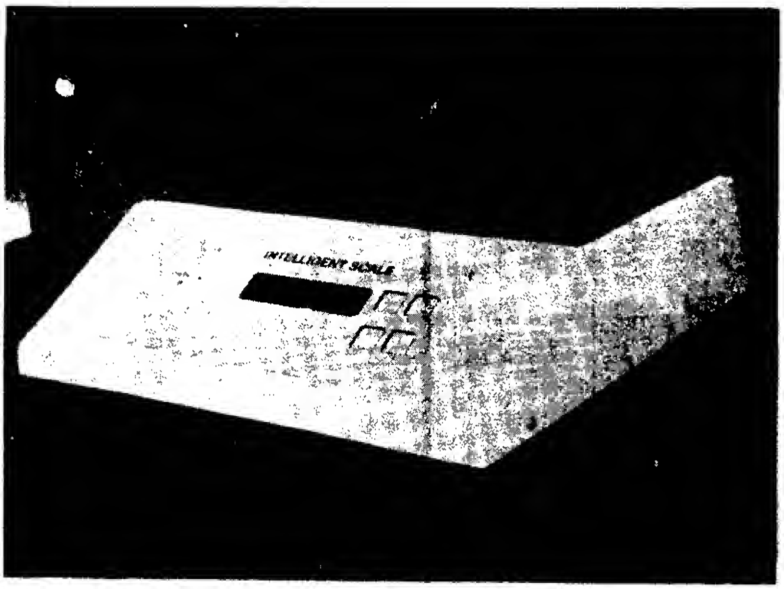
New Delhi, the 7th October, 2004

S.O. 2951.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval non-automatic (Table top type) weighing instrument with digital indication of "SYST-VICTOR 101" series of medium accuracy (accuracy class-III) and with brand name "SUYSAN" (herein referred to as the said model) manufactured by M/s.Suyasan Intelligent Systems, 13/2, Satav Plot, Hadapsar, Pune-411028 and which is assigned the approval mark IND/09/2003/535;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 10 kg and minimum capacity of 20g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent substractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instruments operates on 230 v, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act,, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e'value of 100 mg or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(137)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

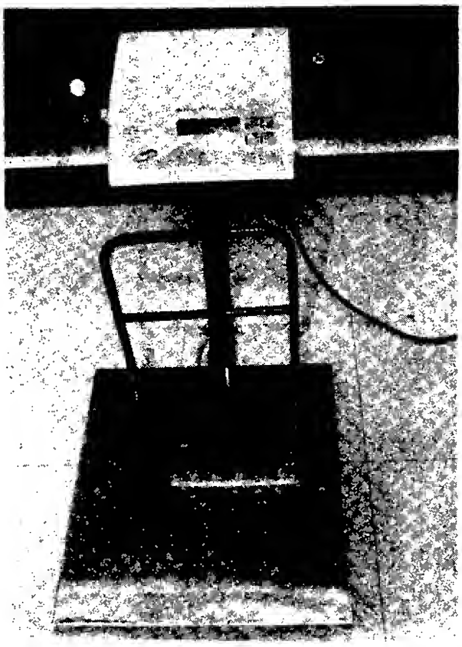
नई दिल्ली, 7 अक्तूबर, 2004

का० आ० 2952.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुयासन इंटेलीजेंट सिस्टम, 13/2 साटव प्लाट, हडपसर, पुणे-411028 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले ''सिस्प डिलक्स 60'' शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम ''सुयासन'' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/526 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त माडल एक विकृमिपी प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 100 कि०ग्रा० और न्यूनतम क्षमता 200 ग्रा० है। सत्यापन मापमान अन्तराल (ई) का मान 10 ग्रा. है। इसमें एक आधेयतुलन युक्ति है, जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हट्‌र्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा० या उससे अधिक के ''ई'' मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. से 300 कि. ग्रा. तक अधिकतम क्षमता वाले हैं और ''ई'' मान 1×10^k, 2×10^k, या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा० सं० डब्ल्यू० एम०-21(137)/2002]

पी० ए० कृष्णामूर्ति, निदेशक विधिक माप विज्ञान

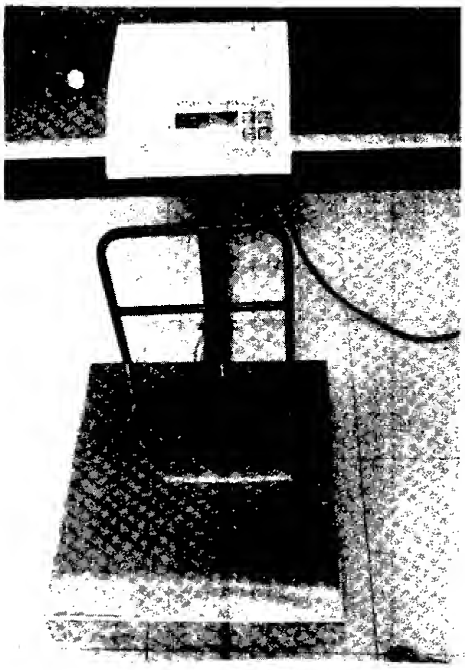
New Delhi, the 7th October, 2004

S.O. 2952.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval non-automatic (Platform type) weighing instrument with digital indication of "SYSP DELUXE-60" series of medium accuracy (accuracy class-III) and with brand name "SUYSAN" (herein referred to as the said model), manufactured by M/s. .Suyasan Intelligent Systems, 13/2, Satav Plot, Hadapsar, Pune-411028 and which is assigned the approval mark IND/09/2003/526;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 100 kg. and minimum capacity of 200g. The verification scale interval (e) is 10g. It has a tare device with a 100 per cent substractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instruments operates on 230 V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum in the range of 50 kg. to 300kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

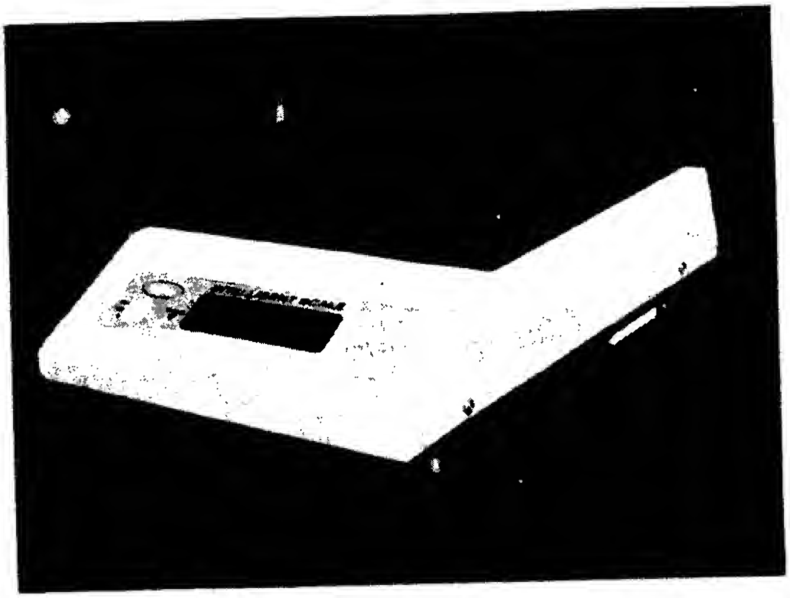
[F. No. WM-21(137)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 7 अक्तूबर, 2004

का०आ० 2953.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सुयासन इंटेलीजेंट सिस्टम् 13/2 सातव प्लाट, हडपसर, पुणे-411028 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "सिस्ट-जेन-1201" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सुयासन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/524 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृतिमापी प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 12 कि० ग्रा० और न्यूनतम क्षमता 50 ग्रा० है। सत्यापन मापमान अन्तराल (ई) का मान 1 ग्रा० है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्याकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि० ग्रा० या उससे अधिक के "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापान मान अंतराल सहित 50 कि०ग्रा० तक अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k, हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

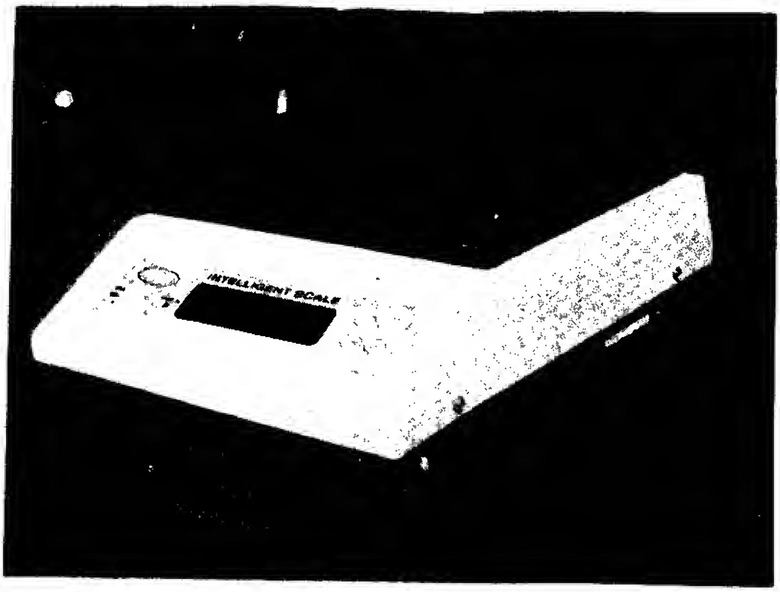
[फा० सं० डब्ल्यू एम-21(137)/2002]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 7th October, 2004

S.O. 2953.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "SYST-ZEN 1201" series of high accuracy (accuracy class-II) and with brand name "SUYSAN" (herein referred to as the said Model), manufactured by M/s. Suyasan Intelligent Systems, 13/2, Satav Plot, Hadapsar, Pune-411028 and which is assigned the approval mark IND/09/2003/524;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 12Kg. and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The emitting diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alterative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, being a positive or negative whole number or equal to zero manufacture by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

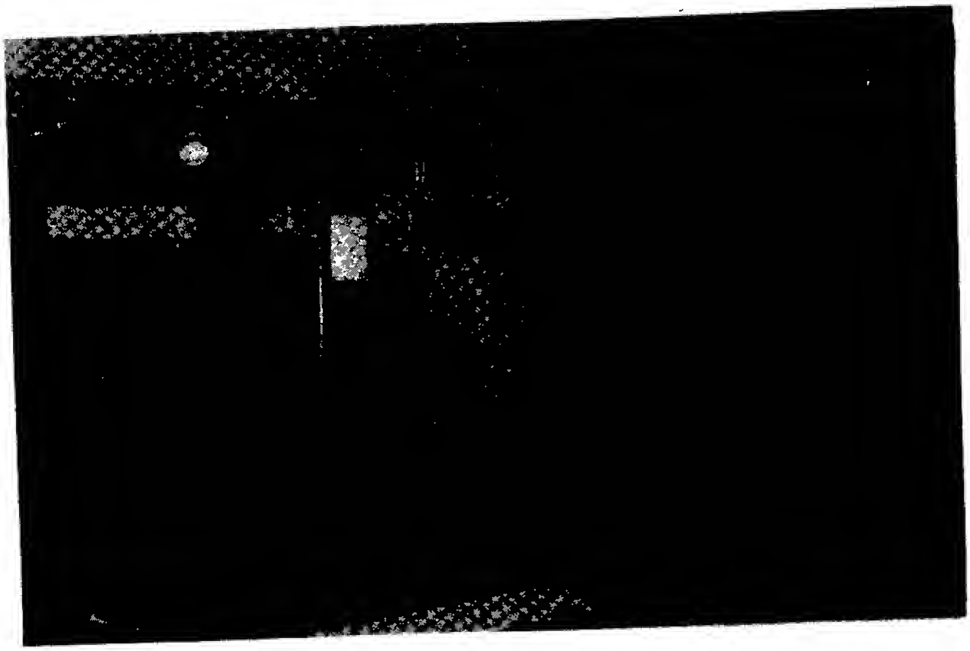
[F. No. WM-21(137)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 7 अक्तूबर, 2004

का.आ. 2954.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विश्वम्बर साही सुनील कुमार, 82, उत्तर भोपा रोड, मुजफरनगर, उत्तर प्रदेश-251001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थत वर्ग-III) ''वी एस एस'' शृंखला के तुल्य रूप सूचन सहित अस्वचालित तोल उपकरण (वे ब्रिज-स्टील याड प्रकार) के मॉडल का , जिसके ब्राण्ड का नाम ''वी एस स्केल है'' (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/210 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक कम्पाउण्ड लीवर आधारित अस्वचालित (वे-ब्रिज स्टील याड प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि.ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो और 5 कि. ग्रा. या उससे अधिक के ''ई'' मान के लिए 500 से 10,000 तक की रेंज में सत्यापान मान अंतराल सहित 50 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और ''ई'' मान 1×10^k, 2×10^k या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

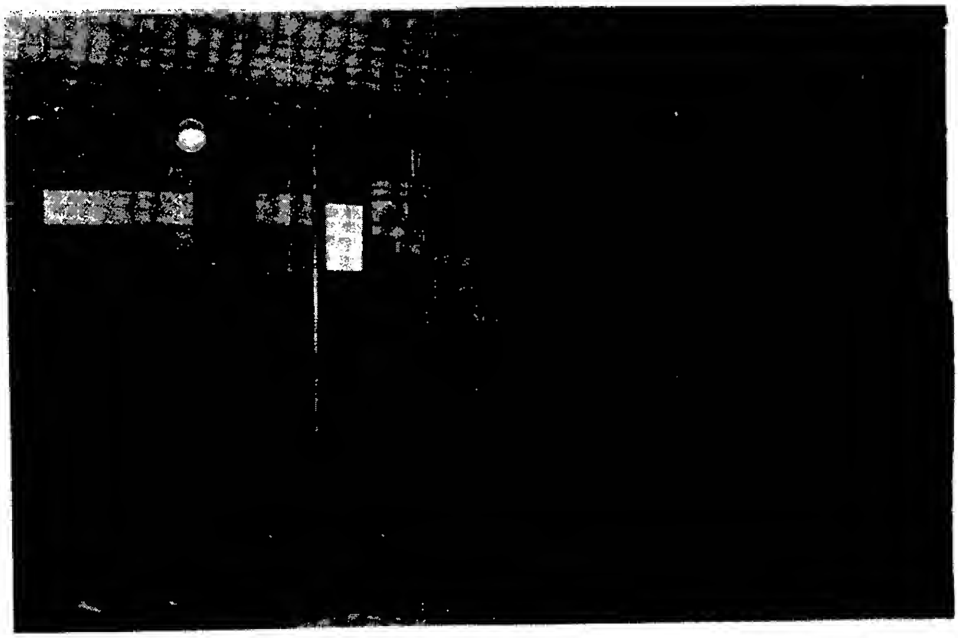
[फा. सं. डब्ल्यू एम-21(93)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 7th October, 2004

S.O. 2954.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weghing instrument (Weighbridge-steel Yard type) with analogue indication of "V.S.S." series of medium accuracy (Accuracy class-III) and with brand name "V.S.-SCALE" (herein referred to as the said model), manufactured by M/s Vishvambhar Sahai Sunil Kumar, 82, North Bhopa Road, Muzzafarnagar-251001, Uttar Pradesh and which is assigned the approval mark IND/09/2004/210;



The said model is a compound lever based non-automatic weighing instrument (Weighbridge-Steel Yard type) with a maximum capacity of 50 tonne and minimum capacity of 100kg. The verification scale interval (e) is 5 kg.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5kg. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, where k is a positive or negative whole number or equal to zero manufacture by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

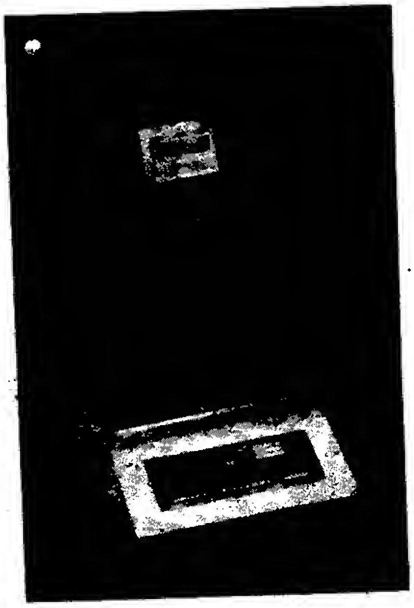
[F. No. WM-21(93)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 7 अक्तूबर, 2004

का.आ. 2955.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री महालक्ष्मी डिजीटल स्केल मैन्यूफैक्चरिंग कं. बी-9/1, नंदी पार्क सोसायटी, बी/एच नोवल स्कूल, कृष्णा नगर, साजीपुर, अहमदाबाद-382346 द्वारा विनिर्मित मध्य यथार्थता (यथार्थता वर्ग-III) वाले "के.टी.टी.-008" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप) के मॉडल का, जिसके ब्राण्ड का नाम "कृष्णा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/41 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृतिमापी प्रकार का लोड सैल आधारित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार का) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्याकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि. ग्राम तक अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

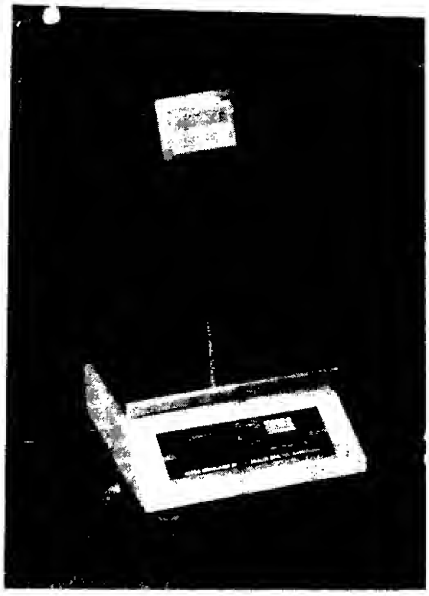
[फा. सं. डब्ल्यू एम-21(334)/2001]

पी. ए. कृष्णामूर्ति, निदेशक विधिक माप विज्ञान

New Delhi, the 7th October, 2004

S.O. 2955.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Table top type) weighing instrument with digital indication of "KTT-008" series of medium accuracy (accuracy class-III) and with brand name "KRISHNA" (herein after referred to as the said Model), manufactured by M/s. Shree Mahalaxmi Digital Scale Mfg. Co. B-9/1, Nandi Park Society, B/h. Noble School, Krishna Nagar, Sajipur, Ahmedabad-382 346 and which is assigned the approval mark IND/09/2004/41;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V,50Hz alterative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

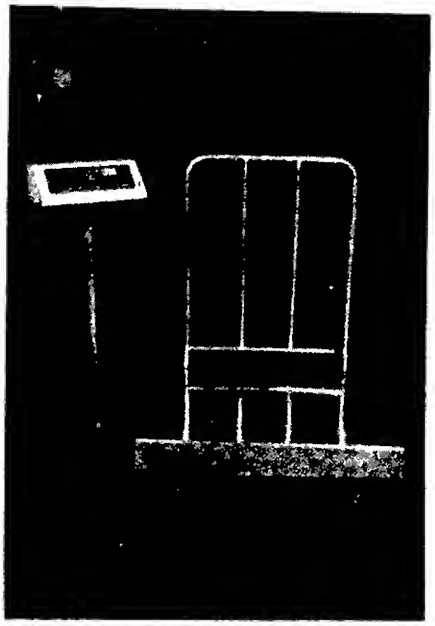
Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg to 2g or with verification scale interval (n) on the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufacture by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(334)/2002]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 7 अक्तूबर, 2004

का.आ. 2956.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री महालक्ष्मी डिजीटल स्केल मैन्यूफैक्चरिंग कं.ए बी-9/1, नंदी पार्क सोसायटी, बी/एच नोवल स्कूल, कृष्णा नगर, साजीपुर, अहमदाबाद-382346 द्वारा विनिर्मित मध्य यथार्थता (यथार्थता वर्ग-II) वाले "के.पी.एफ.-008" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "कृष्णा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/42 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृतिमापी प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेफार्म प्रकार का) है। इसकी अधिकतम क्षमता 500 कि. ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हट्‌र्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापान मान अंतराल (एन) और 5 ग्राम या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि. ग्रा. तक अधिकतम क्षमता वाले है और "ई" मान 1×10^k, 2×10^k या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

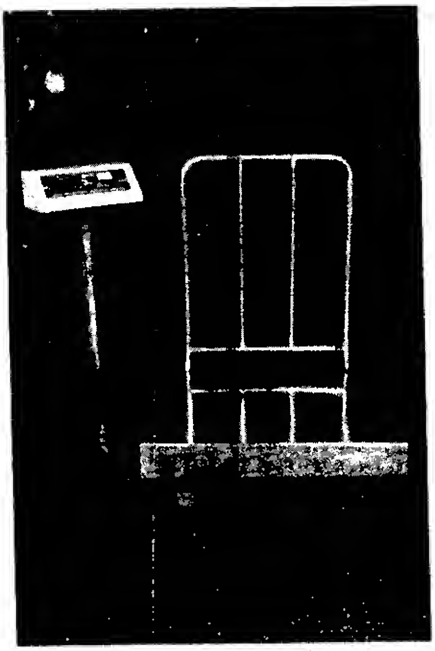
[फा. सं. डब्ल्यू एम-21(334)/2001]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 7th October, 2004

S.O. 2956.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Platfrom type) weighing instrument with digital indication of "KPF-008" series of medium accuracy (accuracy class-III) and with brand name "KRISHNA" (herein referred to as the said Model), manufactured by M/s. Shree Mahalaxmi Digital Scale Mfg. Co. B-9/1, Nandi Park Society, B/h. Noble School, Krishna Nagar, Sajipur, Ahmedabad-382 346 and which is assigned the approval mark IND/09/2004/42;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 500kg. and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing result. The instrument operates on 230V, 50Hz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 1000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5kg. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

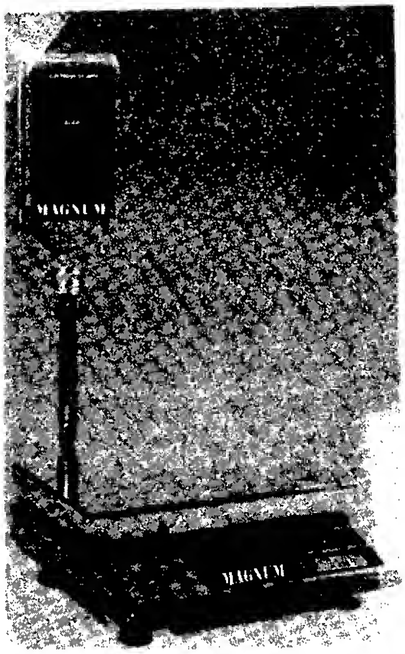
[F. No. WM-21(334)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 8 अक्तूबर, 2004

का.आ. 2957.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कनाडिया एंड कनाडिया, गौशाला रोड, सावरकुण्डला-364515, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एम टी टी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "मैगनम" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/43 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का लोड सैल आधारित अस्वचालित (टेबलटाप प्रकार) का तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है। विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापान मान अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

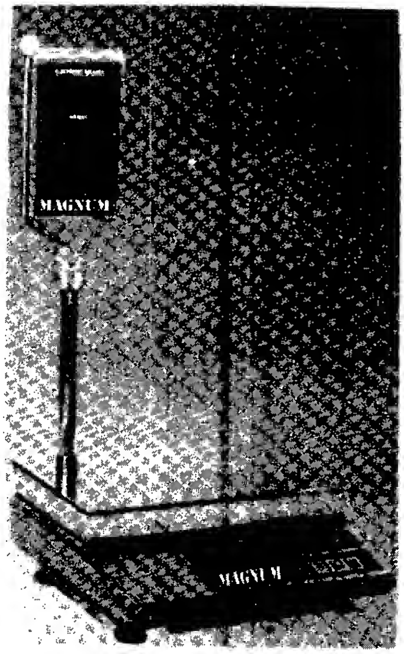
[फा. सं. डब्ल्यू एम-21(184)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th October, 2004

S.O. 2957.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "MTT" series of medium accuracy (Accuracy class-III) and with brand name "MAGNUM" (herein after referred to as the said Model), manufactured by M/s. Kanadia & Kanadia, Gaushala Road, Savarkundla- 364 515-Gujarat and which is assigned the approval mark IND/09/2004/43;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g. or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufacture by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(184)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 8 अक्तूबर, 2004

का.आ. 2958.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कनाडिया एंड कनाडिया, गौशाला रोड, सावरकुण्डला-364515, गुजरात द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एम पी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "मैगनम" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/44 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गैज प्रकार का लोड सैल आधारित (प्लेटफार्म प्रकार) का उपकरण है। इसकी अधिकतम क्षमता 1100 कि.ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. से ऊपर और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

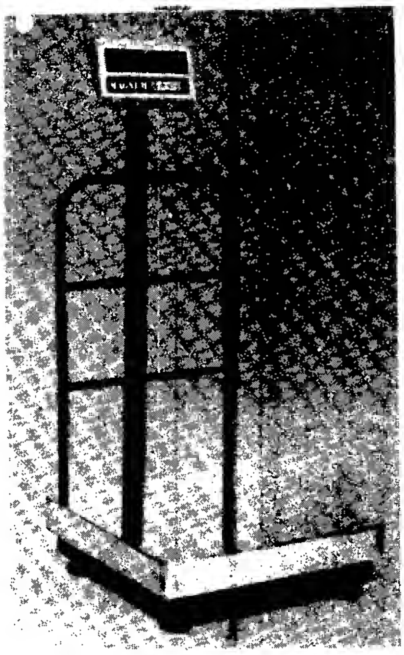
[फा. सं. डब्ल्यू एम-21(184)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th October, 2004

S.O. 2958.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Platform type) weighing instrument with digital indication of "MP" series of high accuracy (Accuracy class-II) and with brand name "MAGNUM" (herein referred to as the said Model), manufactured by M/s. Kanadia & Kanadia, Gaushala Road, Savarkundla-364 515, Gujrat and which is assigned the approval mark IND/09/2004/44;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1100kg. and minimum capacity of 5kg. The verification scale interval (e) is 100g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

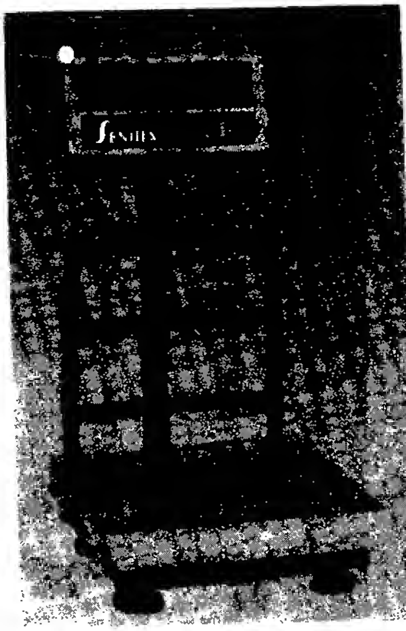
[F. No. WM-21(184)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 8 अक्तूबर, 2004

का.आ. 2959.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत:, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सेनसिता इलेक्टोनिक्स, 4 प्रसन्ना सोसायटी, न्यू नेहरू नगर मैन रोड, देबार रोड (दक्षिण), राजकोट, गुजरात द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एस पी" शृंखला के अस्वचालित अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सेनसिता" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/47 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का लोड सैल आधारित (प्लेटफार्म प्रकार) का उपकरण है। इसकी अधिकतम क्षमता 1100 कि.ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 50,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k, के हैं जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

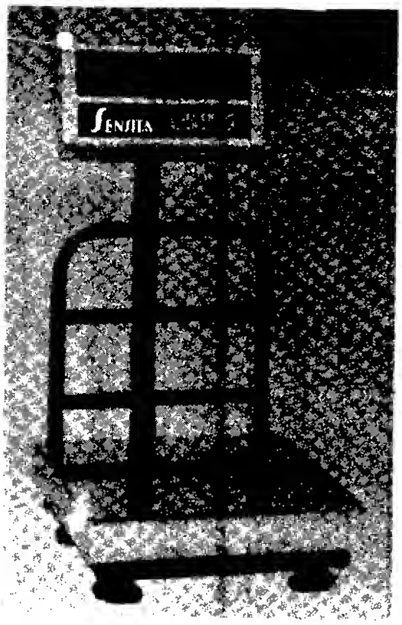
[फा. सं. डब्ल्यू एम-21(169)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th October, 2004

S.O. 2959.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Plat form type) weighing instrument with digital indication of "SP" series of high accuracy (accuracy class-II) and with brand name "SENSITA" (herein referred to as the said Model), manufactured by M/s. Sensita Electronics, 4-Parsana Society, New Nehru Nagar Main Road, Dhebar Road, (South), Rajkot, Gujarat and which is assigned the approval mark IND/09/2004/47;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Plat form type) with a maximum capacity of 1100kg. and minimum capacity of 5kg. The verification scale interval (e) is 100g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alterative current power supply.

In addition to sealing the stamping plate, sealing is to be done to prevent the opening of the machine for fraudulent practices.

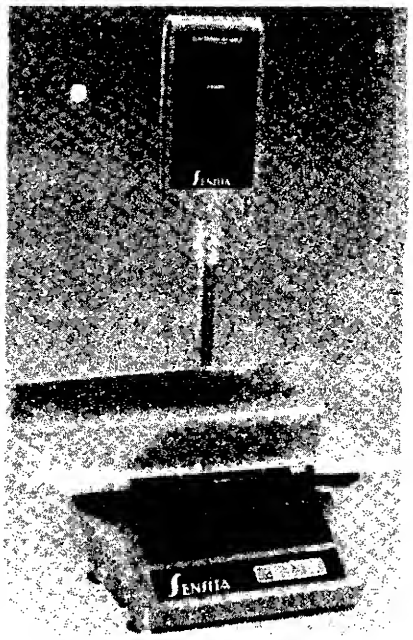
Further, in exercise of the powers conferred by Sub-section (12) of the said Section, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity ranging between 50kg and up to 5000kg, with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design accuracy and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(169)/2002]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 8 अक्तूबर, 2004

का० आ० 2960.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सेनसिता इलेक्ट्रोनिक्स, 4 प्रसन्ना सोसायटी, न्यू नेहरू नगर मेन रोड, देबार रोड (दक्षिण), राजकोट, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एस टी टी" शृंखला के अस्वाचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सेनसिता" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/46 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का लोड सैल आधारित (टेबल टाप प्रकार) का तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से राकेने के लिए भी सीलबन्द की जाएगी।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मान अन्तराल (एन) और 5 ग्रा. से या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{क}, 2×10^{क} या 5×10^{क}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

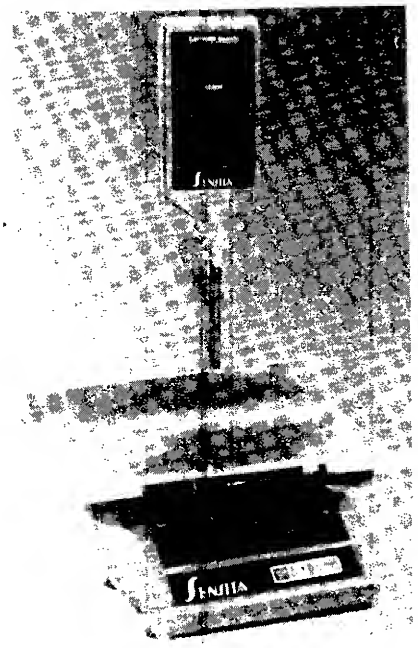
[फा. सं. डब्ल्यू. एम. 21(169)/2002]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th October, 2004

S.O. 2960.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "STT" series of medium accuracy (Accuracy class-III) and with brand name "SENSITA" (herein referred to as the said model) manufactured by M/s.Sensita Electronics, 4-Parsana Society,New Nehru Nagar Main Road, Dhebar Road (South), Rajkot, Gujarat and which is assigned the approval mark IND/09/2004/46;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz altemative current power supply.

In addition to sealing the stamping plate, sealing is to be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by Sub-section (12) of the said Section, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg to 2g or with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design accuracy and with the same materials with which, the said approved model has been manufactured.

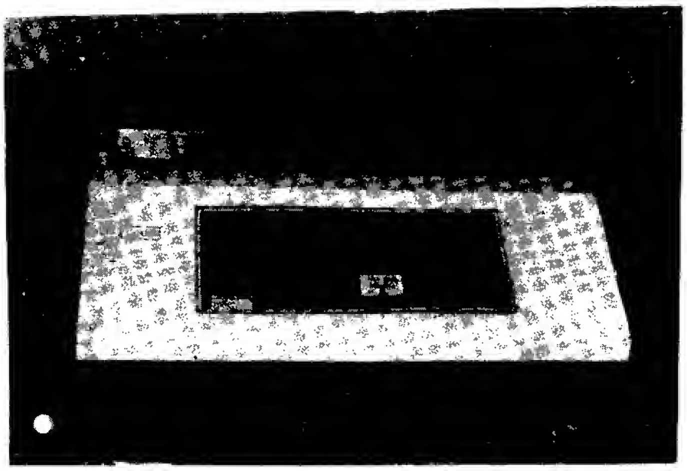
[F. No. WM 21(169)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 11 अक्तूबर, 2004

का० आ० 2961.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स माइक्रोटॅक इन्स्ट्रूमेंट्स एंड सिस्टम्स, सर्वे नं. 49, प्लाट नं. 52 ओल्ड भाग्जी मार्केट, इलेक्ट्रानिक सिटी, कबारे बिल्डिंग, नागपुर पुणे रोड, पुणे-14 महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एम आई टी (लेड)" शृंखला के अस्वाचालित, तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "माइक्रोअकाई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/494 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत मापी प्रकार का भार सेल पर आधारित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त मुद्रांकन, कपटपूर्ण व्यवहारों के लिए मशीन को खोले जाने से रोकने के लिए भी किया जाएगा।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. या अधिक के "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1\times10^{के}$, $2\times10^{के}$, या $5\times10^{के}$, हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम. 21(32)/2003]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th October, 2004

S.O. 2961.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "MIT (LED)" series of high accuracy (Accuracy class-II) and with brand name "MICROAKAI" (herein referred to as the said model) manufactured by M/s.Microtech Instruments & Systems, Survey No. 49, Plot No. 52, Old Bhaji Market, Electronic City, Kaware Building, Nagar Pune Road, Pune-14, Maharashtra and which is assigned the approval mark IND/09/2003/494;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing also done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg or more and wih 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

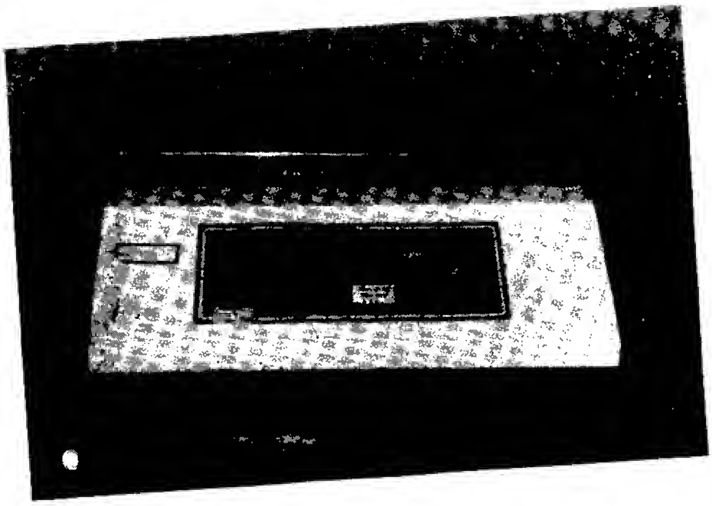
[F. No. WM-21(32)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 11 अक्तूबर, 2004

का० आ० 2962.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स माइक्रोटॅक इंस्ट्रूमेंट्स एंड सिस्टम्स, सर्वे नं. 49, प्लाट नं. 52 ओल्ड भाजी मार्केट, इलेक्ट्रॉनिक सिटी, कबारे बिल्डिंग, नागपुर पुणे रोड, पुणे-14 महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "ए के टी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "माइक्रोअकाई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/495 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत मापी प्रकार का भार सेल पर आधारित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सील किया जाएगा।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिस अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 10 मि. ग्रा. से 2 ग्रा. तक या अधिक के "ई" मान के लिए 100 से 10,000 तक की रेंज में या 500 से 10000 तक के रेंज में "ई" मान 5 ग्रा. या अधिक 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

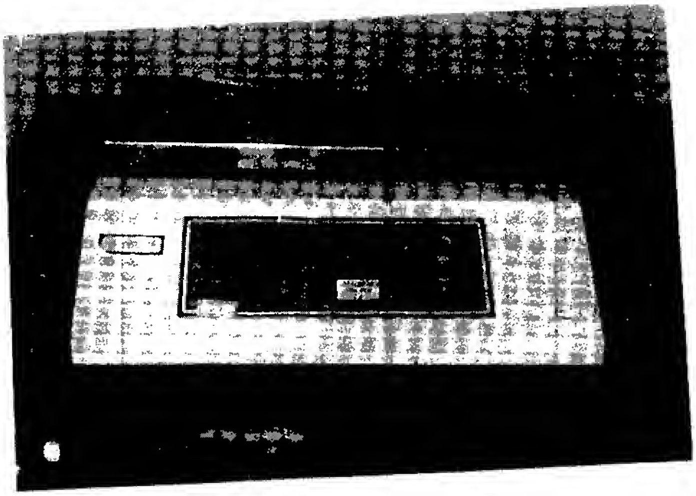
[फा. सं. डब्ल्यू. एम. 21(32)/2003]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th October, 2004

S.O. 2962.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "AKT" series of medium accuracy (accuracy class-III) and with brand name "MICROAKAI" (herein referred to as the said model) manufactured by M/s. Microtech Instruments & Systems, Survey No. 49, Plot No. 52, Old Bhaji Market, Electronic City, Kaware Building, Nagar Pune Road, Pune-14, Maharashtra and which is assigned the approval mark IND/09/2003/495;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g or with varification scale interval (n) in the range of 100 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

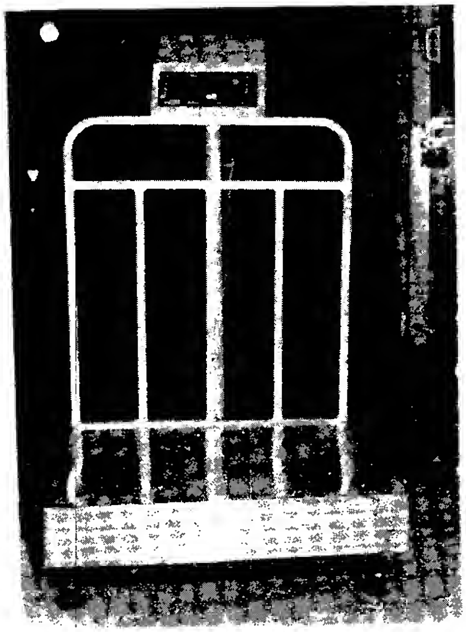
[F. No. WM 21(32)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 15 मार्च, 2004

का० आ० 2963.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स माइक्रोटॅक इन्स्ट्रूमेंट्स एंड सिस्टम्स, सर्वे नं. 49, प्लाट नं. 52 ओल्ड भाजी मार्केट, इलेक्ट्रनिक सिटी, कबारे बिल्डिंग, नागपुर पुणे रोड, पुणे-14 महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एम आई पी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "माइक्रोअकाई" है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/496 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत मापी प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आद्येयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सील किया जाएगा।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. से अधिक "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन माप मान अंतराल (एन) सहित 50 कि.ग्रा. से 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k, हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

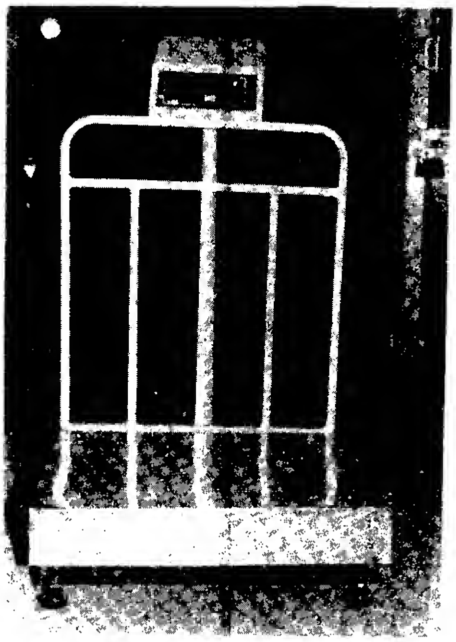
[फा. सं. डब्ल्यू. एम.-21(32)/2003]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 15th March, 2004

S.O. 2963.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Platform type) weighing instrument with digital indication of "MIP" series of medium accuracy (accuracy class-III) and with brand name "MICROAKAI" (herein referred to as the said model) manufactured by M/s.Microtech Instruments & Systems, Survey No. 49, Plot No. 52, Old Bhaji Market, Electronic City, Kaware Building, Nagar Pune Road, Pune-14, Maharashtra and which is assigned the approval mark IND/09/2003/496;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and upto 1000kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(32)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 12 अक्तूबर, 2004

का० आ० 2964.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मारुति इलेक्ट्रोनिक्स, स-1, पेरियर रोड, टी नगर, चेन्नई-600017 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "मेट" श्रृंखला के स्वत:सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टाप प्रकार) के माडल का, जिसके ब्राण्ड का नाम "डी स्केल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/300 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृतमापी भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हट्र्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सील बन्द करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से राकेने के लिए भी सील बन्दी की जाती है।

और, केन्द्रीय सरकार उक्त धारा की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत उसी श्रृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से विनिर्मित जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक की रेंज में है और 5 ग्रा. या अधिक के "ई" मान के लिए 500 से 10,000 की रेंज में है तथा जिनका "ई" मान $1\times10^{के}$, $2\times10^{के}$ या $5\times10^{के}$ के हैं, जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम. 21(217)/2002]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 12th October, 2004

S.O. 2964.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of self indicating, non-automatic (Table top type) weighing instrument with digital indication of "METT" series of medium accuracy (accuracy class-III) and with brand name "dSCALE" (herein referred to as the model) manufactured by M/s. Maruthi Electronics, No. 1, Periar Road, T. Nagar, Chennai-600017 and which is assigned the approval mark IND/09/2003/300;

The said Model (See the figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instruments operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing is also done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(217)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

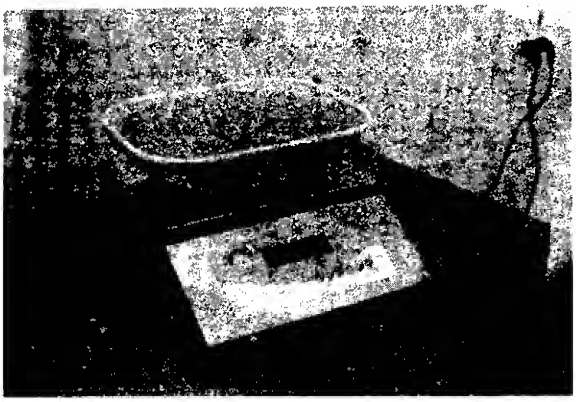
नई दिल्ली, 12 अक्तूबर, 2004

का० आ० 2965.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स शदर्न वेइंग इन्स्ट्रमेंट प्रा. लि., ''आशियाना'' वसुन्धरा नगर (स) जी, ई रोड, भिलाई-3, छत्तीसगढ़ द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले ''एस डब्ल्यू'' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के माडल का, जिसके ब्राण्ड का नाम ''स्वास्तिक'' है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/208 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल अंकक सूचन सहित एक विकृत गेज प्रकार का लोड सेल आधारित (यथार्थता वर्ग-III) का अस्वचालित अंकक सूचन सहित (टेबल टाप प्रकार) का तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। प्रदर्शन यूनिट प्रकाश उत्सर्जक डायोड प्रकार की है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोले जाने को रोकने के लिए भी सील की जा सकती है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि.ग्रा. है और जो 100 मि.ग्रा. से 2 ग्रा. तक के ''ई'' मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मान अंतराल और 5 ग्रा. या उससे अधिक के ''ई'' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल एन) सहित और ''ई'' मान 1×10^k, 2×10^k या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम. 21(45)/2002]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

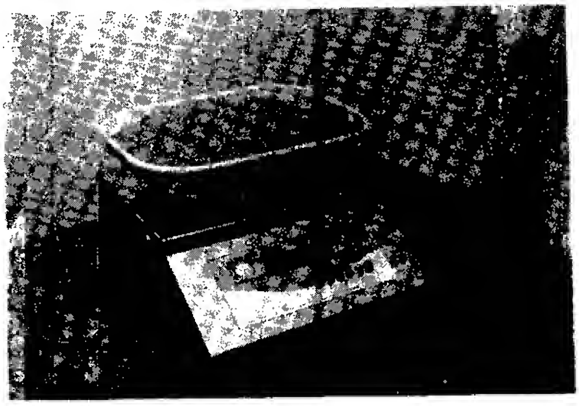
New Delhi, the 12th October, 2004

S.O. 2965.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of non-automatic (Table top type) weighing instrument with digital indication (hereinafter referred to as the said model) belonging to medium accuracy class (accuracy class-III) and "SW" series with brand name "SWASTIK" manufactured by M/s. Southern Weighing Instruments Pvt. Ltd., 'ASHIANA' Vasundhara Nagar (S), G.E. Road, Bhilai-3, Chhatisgarh and which is assigned the approval mark IND/09/2003/208;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with digital indication of a maximum capacity is 30kg and minimum capacity of 100g, and belonging to medium accuracy class (accuracy class-III). The value of verification scale interval (e) is 5g. The display unit is of light emitting diode type. The instruments operates on 230V, 50Hz altemative current power supply.

In addition to sealing the stamping plate, sealing may also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg and with number of verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg to 2g and with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(45)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

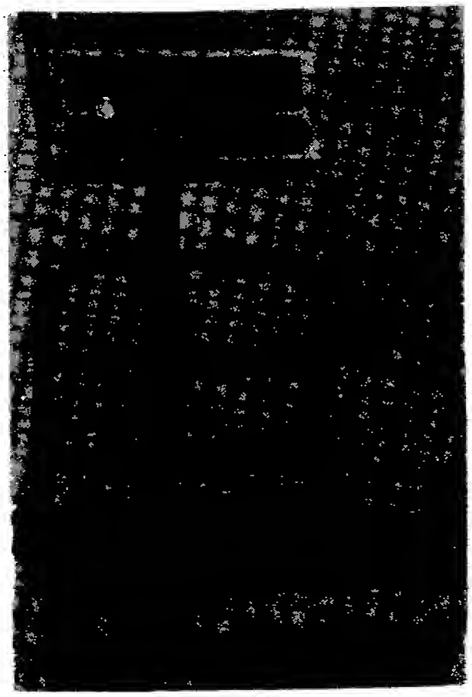
नई दिल्ली, 4 नवम्बर, 2004

का.आ. 2966.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स केलीब्रेट इण्डिया, 233, शास्त्री मार्कीट, इन्दौर-452001 मध्य प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेट फार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम ''तुका'' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/101 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित (प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 1100 कि. ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।



और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 ग्रा. या उससे अधिक के ''ई'' मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से अधिक के और 5,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और ''ई'' मान 1×10^k, 2×10^k या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम.-21(251)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

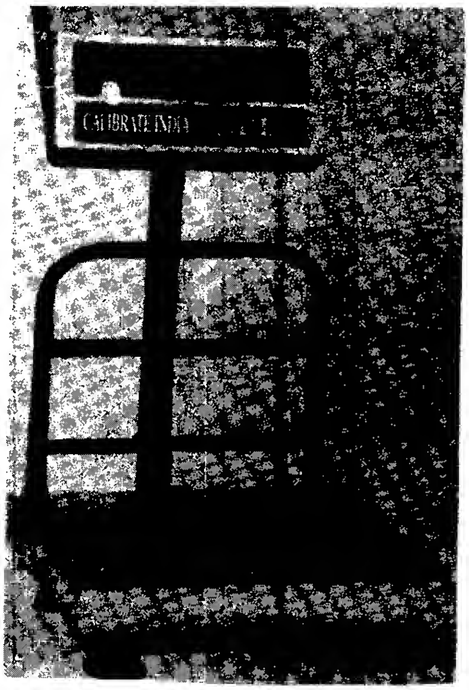
New Delhi, the 4th November, 2004

S.O. 2966.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Plantform type) with digital indication of "TP" series of high accuracy (accuracy class-II) and with brand name "TUKA" (herein referred to as the said Model), manufactured by M/s. Calibrate India, 233, Shastri Market, Indore-452 001, Madhya Pradesh, and which is assigned the approval mark IND/09/2004/101;

The said Model (see the figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1100 kg. and minimum capacity of 5 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 volts and 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by sub-section (12) of Section 36, of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity ranging above 50 kg. to 5000 kg. and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 10g. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k. being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(251)/2002]

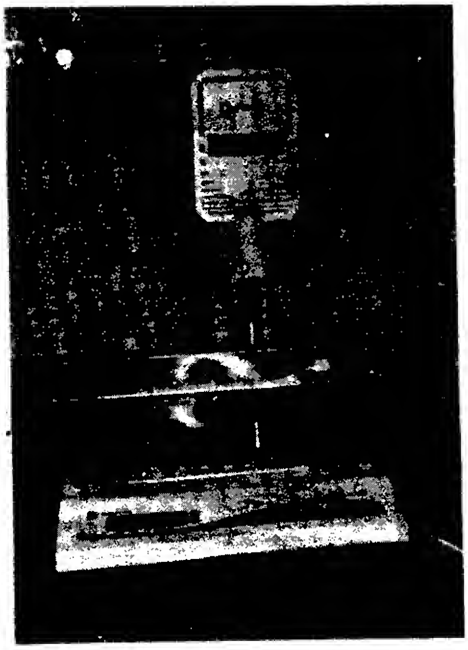
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 10 नवम्बर, 2004

का.आ. 2967.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स देवी श्री मुद्रण (प्रा.) लिमिटेड, 900 एम आई ई, बहादुरगढ़, हरियाणा द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "डी पी" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "डालफिन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/219 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित (यथार्थता वर्ग टेबलटाप प्रकार) अस्वचालित (टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 12 कि. ग्रा. है और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द भी किया जाएगा।



और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 5,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से अधिक 5000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^k, 2×10^k या 5×10^k, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम.-21(341)/2001]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

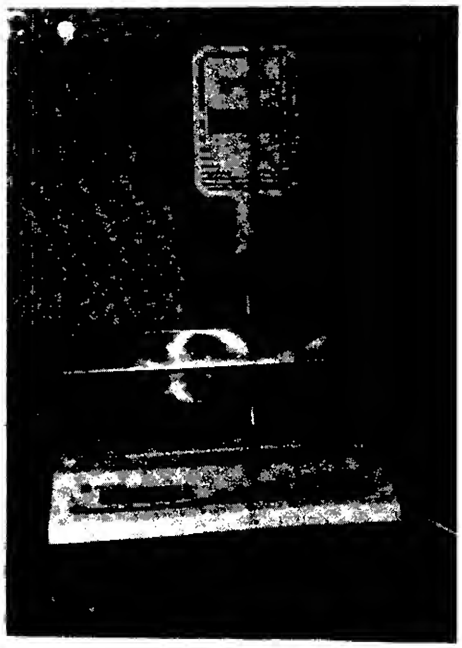
New Delhi, the 10th November, 2004

S.O. 2967.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of self-indicating, non-automatic, (Table top type) weighing instrument with digital indication of "DT" series of high accuracy (Accuracy class-II) and with brand name "DOLPHIN" (herein after referred to as the said Model), manufactured by M/s. Devi Shree Mudran (P) Ltd., 900, M.I.E., Bahadurgarh, Haryana and which is assigned the approval mark IND/09/2004/219;

The said Model (see the Figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 12 kg. and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity upto 50 kg and with number of verification scale interval (n) in the range of 100 to 5,000 for 'e' value of 1mg. to 50 mg. and with number of verfication scale internal (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, thesaid approved model has been manufactured.

[F. No. WM-21(341)/2001]

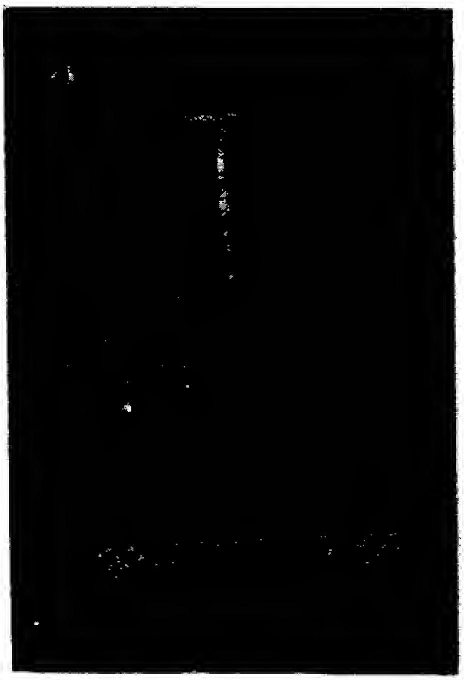
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 10 नवम्बर, 2004

का.आ. 2968.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अत: अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स देवी श्री मुद्रण (प्रा.) लिमिटेड, 900 एम. आई. ई., बहादुरगढ़, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "डी पी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "डालफिन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/220 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 2000 कि. ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द भी किया जाएगा।



और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से अधिक 5000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{क}, 2×10^{क} या 5×10^{क}, के हैं जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम.-21(341)/2001]

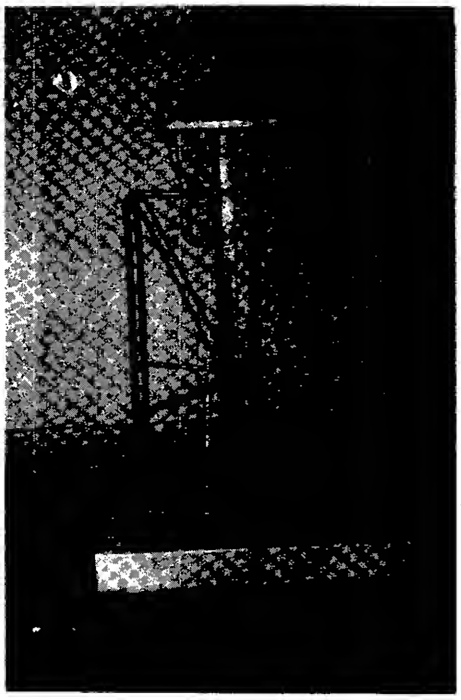
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 10th November, 2004

S.O. 2968.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self-indicating, non-automatic, (Platform type) weighing instrument with digital indication of "DP" series of Medium accuracy (Accuracy class-III) and with brand name "DOLPHIN" (herein referred to as the said Model), manufactured by M/s. Devi Shree Mudran (P) Ltd., 900, M.I.E., Bahadurgarh, Haryana and which is assigned the approval mark IND/09/2004/220;

The said model (see the Figure given below) is a strain gauge type load cell based weighing instrument with a miximum capacityof 2000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode display indicates the weighing result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply. In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50 kg and up to 5000 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5mg or more and with 'e' value of 1×10^k, 2×10^k or 5×10^k, k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(341)/2001]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 5 नवंम्बर, 2004

का० आ० 2969.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	2	3	4
1.	15475 (भाग 2) : 2004 मनोरंजन के लिए सुरक्षित सवारी की रीति संहिता भाग 2 : सुरक्षा अपेक्षाएं	—	30 सितम्बर, 2004
2.	15475 (भाग 3) : 2004 मनोरंजन के लिए सुरक्षित सवारी की रीति संहिता भाग 3 : डिजाइन, निर्माण और स्थापना	—	30 सितम्बर, 2004
3.	15475 (भाग 5) : 2004 मनोरंजन के लिए सुरक्षित सवारी की रीति संहिता भाग 5 : प्रचालन और रख-रखाव कार्यविधियां	—	30 सितम्बर, 2004
4.	15475 (भाग 6) : 2004 मनोरंजन के लिए सुरक्षित सवारी की रीति संहिता भाग 6 : कार्यकारिता परीक्षण	—	30 सितम्बर, 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमईडी/जी-2:1]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तकनीकी-I)

BUREAU OF INDIAN STANDARDS

New Delhi, the 5th November, 2004

S.O. 2969.—In pursuance of clause (b) of Sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
1	2	3	4
1.	15475 (Part 2) : 2004 Code of recommended practice for amusement rides safety Part 2 Safety requirements	—	30 September, 2004

1	2	3	4
2.	15475 (Part 3) : 2004 Code of recomm ended practice for amusement rides safety Part 3 Design, manufacture and erection	—	30 September, 2004
3.	15475 (Part 5) : 2004 Code of recommended practice for amusement rides safety Part 5 Operation and maintenance procedures	—	30 September, 2004
4.	15475 (Part 6) : 2004 Code of recommended practice for amusement rides safety Part 6 Performance tests	—	30 September, 2004

Copy to this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref : MED/G-2:1]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech-I)

नई दिल्ली, 5 नवम्बर, 2004

का०आ० 2970.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आई एस 14901 (पार्ट 4) : 2004/ आई ई सी 60747-4 (2001) अर्ध-चालक युक्तियाँ—विविक्त युक्तियाँ एवं समाकलित परिपथ भाग 4 माइक्रोवेव दिवाइसिस	आई एस 3700 (भाग 9) : 1972, आई एस 4400 (भाग 9/अनुभाग 1) : 1974 एवं आई एस 4400 (भाग 9/अनुभाग 2) : 1974	अगस्त 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संख्या केप्रवि/13 : 2/एलटीडी/जी-75]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तकनीकी-1)

New Delhi, the 5th November, 2004

S.O. 2070.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
1	2	3	4
1.	IS 14901 (Part 4) : 2004/IEC 60747-4(2001) Semiconductor Devices—Discrete devices and integrated circuits Part 4 Micro-wave devices	IS 3700 (Part 9) : 1972, IS 4400 (Part 9/Sec 1) : 1974 and IS 4400 (Part 9/Sec 2) : 1974	August 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. CMD/13 : 2/LTD/G-75]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech-I)

नई दिल्ली, 5 नवम्बर, 2004

का०आ० 2971.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आई एस 7906 (भाग 5) : 2004 कुंडलिनी संपीडन कमानियां भाग 5 वृताकार काट सरियों से बनी तप्त कुंडलिनी कमानियां—विशिष्ट (दूसरा पुनरीक्षण)	आई एस 7906 (भाग 5) : 1989	30 सितम्बर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टी ई डी/जी 17 : 2]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तकनीकी-1)

New Delhi, the 5th November, 2004

S.O. 2971.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No., Year and title of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
1	2	3	4
1.	IS 7906 (Part 5) : 2004 Helical Compression Springs Part 5 Hot Coiled Springs Made from Circular Section Bars—Specification (Second Revision)	IS 7906 (Part 5) : 1989	30 Sep. 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. TED/G-17 : 2]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech-I)

नई दिल्ली, 5 नवम्बर, 2004

का०आ० 2972.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आई. एस. 15459 : 2004/ आई. एस. ओ. 3493 :1999 वैनीला—शब्दकोष		30 जून 2004
2.	आई. एस. 11859 : 2004 कृषि ट्रैक्टर—खरादन मुम्लांतर व्यास-परीक्षण विधि	11859 : 1986	30 सितंबर 2004

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 3 नवम्बर 2004

[संदर्भ : एफएडी/जी-128]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तकनीकी-1)

New Delhi, the 5th November, 2004

S.O. 2972.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, superseded by the New Indian Standards	Date of Established
1	2	3	4
1.	IS 15459 : 2004 ISO 3493 : 1999 Vanilla–Vocabulary		30 June, 2004
2.	IS 11859 : 2004 Agricultural tractors– Turning and clearance diameters– Methods of test (First Revision)	IS 11859 : 1986	30 September, 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkatta Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : FAD/G-128]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I)

नई दिल्ली, 5 नवम्बर, 2004

का०आ० 2973.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आई. एस. 15468 : 2004-पराश्रव्य मोटाई मापक गेजेज की दक्षता निर्धारण	—	अक्तूबर 2004

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरूवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम.टी.डी.2/टी-72]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तकनीकी-I)

New Delhi, the 5th November, 2004

S.O. 2973.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15468 : 2004 Performance Evaluation of Ultrasonic Thickness Gauges	—	October, 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : MTD 21/T-72]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I)

नई दिल्ली, 5 नवम्बर, 2004

का०आ० 2974.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आई. एस. 155220 : 2004 ग्राफिक प्रौद्योगिकी—पेन्ट और मुद्रण स्याहियां—फिल्टरित जेनांन आर्क प्रकाश प्रयुक्त करते हुए प्रकाश के प्रति पक्केपन का आकलन	—	31 अक्तूबर, 2004

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरूवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सी.एच.डी.14/आई. एस.-15520]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तकनीकी-I)

New Delhi, the 5th November, 2004

S.O. 2974.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15520 : 2004 Graphic Technology– Paints & Printing Inks– Assessment of light fastners using filtered xenonarc light	—	31 Octber, 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : CHD 14/ IS 15520]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I)

नई दिल्ली, 5 नवम्बर, 2004

का०आ० 2975.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	2	3	4
1.	आई. एस. 5207 : 1969	3, 2004	30 सितम्बर, 2004

इन संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरूवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सी.एच.डी.24/टी-5207]

एस. दास गुप्ता, वैज्ञानिक 'एफ' उप महानिदेशक (तकनीकी-I)

New Delhi, the 5th November, 2004

S.O. 2975.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 5207 : 1969	3, 2004	30 September, 2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : CHD 24/ T-5207]

S. DAS GUPTA, Scientist 'F' Dy. Director General (Tech.-I.)

कोयला और खान मंत्रालय
(कोयला विभाग)

नई दिल्ली, 16 नवम्बर, 2004

का. आ. 2976.— केन्द्रीय सरकार को यह प्रतीत होता है, कि इससे उपबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी-1 (ई) III/एफआर/718-0504, तारीख 3 मई, 2004 का निरीक्षण वेस्टर्न कोलफीड्स लिमिटेड (राजस्व विभाग) , कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में या कलेक्टर, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है ;

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में विनिर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर विशेष कार्य अधिकारी, (एल एंड आर) राजस्व विभाग, वेस्टर्न कोलफील्ड्स लिमिटेड, कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) को भेजेंगे ।

अनुसूची
बीना विस्तारण खंड, नागपुर क्षेत्र
जिला नागपुर (महाराष्ट्र)

(रेखांक सं. सी.- I (ई) III/एफ आर/718-0504 तारीख 3 मई, 2004)

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणी
1	भानेगांव	54	सावनेर	नागपुर	176.10	भाग

कुल क्षेत्र 176.10 हेक्टर (लगभग)
या
435.16 एकड़ (लगभग)

सीमा वर्णन:-

क - ख: रेखा बिन्दु "क" से आरंभ होती है और कन्हान नदी के दक्षिण किनारे के साथ-साथ गुजरती है, ग्राम भानेगांव से होकर तट के साथ होते हुए जाती है, और बिन्दु "ख" पर मिलती है ।

ख - ग: रेखा विद्यमान न्यू बीना ब्लॉक जो, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7(I) के अधीन संख्या का.आ.648 (ई) तारीख 06/07/2001 द्वारा पहले से अधिसूचित हैं के साथ-साथ ग्राम भानेगांव से होकर गुजरती है, फिर ग्राम भानेगांव और बीना की सम्मिलित सीमा के साथ-साथ गुजरती है और बिन्दु "ग" पर मिलती है ।

ग-घ-ड.-क: रेखा ग्राम भानेगांव से होकर गुजरती है और आरंभिक बिन्दु "क" पर मिलती है

[फा. सं. -43015/22/2004-पी.आर.आई. डब्ल्यू.]

बी. के. पण्डा, निदेशक

Ministry of Coal and Mines
(Department of Coal)

New Delhi, the 16th November, 2004

S. O. 2976.— whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the power conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-I (E)/III/FR/718-0504 dated the 3rd May, 2004 of the area covered by this notification can be inspected in the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) or in the Office of the Controller, Nagpur (Maharashtra) or in the Office of the Coal Controller, 1, Council House Street, Kolkata .

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer on Special Duty (L&R), Revenue Department, Western Coalfields Limited Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra), within ninety days from the date of publication of this notification in the Official Gazette.

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Schedule

Bina Extension Block, Nagpur Area

District – Nagpur (Maharashtra)

(Plan No. C-I(E)/III/FR/718-0504, dated the 3rd May, 2004).

Serial number	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	Bhanegaon	54	Saoner	Nagpur	176.10	Part
Total area : 176.10 hectares (approximately) or 435.16 acres (approximately).						

Boundary description :-

A – B : Line starts from point 'A' and passes through village Bhanegaon along the southern bank of Kanhan river and meets at point 'B'.

B – C : Line passes through village Bhanegaon along the existing already notified u/s. 7(1) of CBA (A&D) Act, 1957 of New Bina Block S.O. No. 648 (E) dated 06/07/2001, then passes along the common boundary of villages Bhanegaon and Bina and meets at point 'C'.

C-D-E-A : Line passes through village Bhanegaon and meets at point 'A'.

[No. 43015/22/2004-P.R.I.W.]

B. K. PANDA, Director

नई दिल्ली, 16 नवम्बर, 2004

का. आ. 2977.— केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन एवं विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (I) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 202 (अ) तारीख 17 फरवरी, 2004 को भारत के असाधारण राजपत्र, भाग II, खण्ड - 3, उप खण्ड (ii) तारीख 17 फरवरी, 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 491.463 हेक्टर (लगभग) या 1214.40 एकड़ (लगभग) या ऐसी भूमि में उस पर अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी :

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को रिपोर्ट दे दी है,

और, केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 491.463 हेक्टर (लगभग) या 1214.40 एकड़ (लगभग) माप वाली भूमि अर्जित की जानी चाहिए।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 491.463 हेक्टर (लगभग) या 1214.40 एकड़ (लगभग) माप वाली भूमि अर्जित की जाती है ।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं.एस.ई.सी.एल./ बी.एस.पी./ जी.एम./ पी.एल.जी./भूमि/289 तारीख 4 जून, 2004 का निरिक्षण कलेक्टर, कोरबा (छत्तीसगढ) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता 700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) , सीपत रोड, बिलासपुर-495006 (छत्तीसगढ) के कार्यालय में किया जा सकता है ।

अनुसूची

पोंडी ब्लाक, कोरबा कोलफील्ड्स, गेवरा, क्षेत्र
जिला, कोरबा (छत्तीसगढ़)

सभी अधिकार

क्रम संख्या	ग्राम	पटवारी हल्का नम्बर	खेवट नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	आमगांव	13	36	कटघोरा	कोरबा	109.454	भाग
2.	पोंडी	20	35	कटघोरा	कोरबा	185.767	भाग
3.	रलिया	20	34	कटघोरा	कोरबा	69.612	भाग
4.	बाहनपाट	20	30	कटघोरा	कोरबा	84.315	भाग
5.	भठोरा	20	29	कटघोरा	कोरबा	42.315	भाग
कूल योगः- 491.463 हेक्टर (लगभग) या 1214.40 एकड़ (लगभग)							

1). ग्राम आमगांव (भाग) में अर्जित, **किये गये खसरा संख्यांकः-**
146/1,146/2,147/1,147/2,147/3,147/4,147/5,147/6,148/1,148/2,148/3,149/1,149/2,150,180/क,180/ख,180/2,180/3,180/4,180/5,180/6,180/7,180/8,180/9,180/10,180/11,180/12,180/13,180/1क,180/14ख,180/15,180/16,180/17,180/18,181/1,181/2,181/3,181/4,181/5,181/6,182,183/1,183/2,183/3,184/1,184/2,186/1,186/2,186/3,187/1,187/2,187/3,187/4,187/5,187/6,187/7,187/8,187/9,187/10,187/11,187/12,187/13,187/14,188/1,188/2,188/3,188/4,188/5,188/6,189/1,189/2,189/3,189/4,189/5,190,191/1,191/2,191/3क,191/3ख,191/4,191/5,192,193/1,193/2,193/3,194/1,194/2,195/1,195/2,196,197/1,197/2,197/3,198/1,198/2,198/3,198/4,198/5,198/6,199,200,201/1,201/2,201/3,201/4,201/5,201/6,201/7,202/1,202/2,203,204/1,204/2,204/3,204/4,204/5,205/1,205/2,205/3,205/4,205/5,206/1,206/2,207/1,207/2,211/10,207/3,207/4,207/5,207/6,207/7,211/11,207/8,211/12,207/9,207/10,207/11,207/12,207/13,207/14,207/15,208/1,208/2/1,211/8,208/2/2,211/13,208/3,211/14,208/4,211/15,208/5,208/14,208/6,208/7,208/8,208/9,208/10,208/11,208/12,211/16,208/13,211/17,208/15,208/16,211/25,208/17,211/26,208/18,211/27,208/19,211/28,208/20,208/21,211/31,208/22,208/23,208/24,211/32,208/25,211/33,211/1,211/2,211/3,211/4,211/5,211/6,211/7,211/9,211/18,211/19,211/20,211/21,211/22,211/23,211/24,211/29,211/30,211/34,211/35,211/36,211/37,211/38,211/39,211/40,211/41,209,210/1,210/2,210/3,210/4,210/

5,210/6,212/1,212/2,213/1,213/2,213/3,214/1,214/2,214/3,214/4,214/5,214/6,214/7,215,216/1,216/2,217/1,217/2,217/3,217/4,218/1,218/2,219,220/1,220/2,220/3,220/4,221/1,221/2,221/3,222/1,222/2,222/3,223/1,223/2,224,225/1,225/2,225/3,225/4,225/5,225/5,225/6,226/1,226/2,227/1,227/2,227/3,227/4,227/5,227/6,227/7,228,229/1,229/2,229/3,229/4,229/5,230/1,230/2,231/1,231/2,232/1,232/2,232/3,232/4,232/5,233,234/1क,234/1ख,234/2,234/3,234/4,234/5,235/1,235/2,235/3,236/1,236/2,236/3,237/1,237/2,237/3,237/4,237/5,237/6,238/1,238/2क,238/2ख,239/1,239/2,239/3,240/1,240/2,241/1,241/2,242/1,242/2,242/3,242/4,243/1,243/2,243/3,244/1,244/2,244/3,245,246,247/1,247/2,247/3,247/4,248,249/1,249/2,249/3,249/4,253/1,249/5,253/2,249/6,249/7,249/8,249/9,249/10,250,251/1,252/1,251/2,252/2,251/3,252/3,254/1,254/2,254/3,254/4,254/5,254/6,254/7,254/8,255/1,255/2,255/3,256,257/1,260/1,257/2,260/4,257/3,260/5,260/2,260/3,258/1,258/2,258/3,259/1,259/2,259/3,259/4,261,262/1,262/2,262/3,262/4,263,264/1,264/2,264/3,264/4,264/5,264/6,264/7,264/8,264/9,264/10,265,266,267/1,267/2,267/3,267/4,267/5,267/6,268/1,268/2,268/3,269,270/1,270/2,271/1,271/2,271/3,272/1,272/2,272/3,272/4,272/5,272/6,273/क,273/1ख,273/1ग,273/2क,273/2ख,273/2ग,273/3,273/4,273/5,274,275/1,275/6,275/2,275/3,275/4,275/5,275/7,275/8,275/9,275/10,276/1,276/2,277/क,277/1ख,277/ग,277/2,277/क,277/ख,277/4,277/5,277/6,277/7,277/8,277/9,277/10,277/11,277/12,277/13,277/14,277/15,277/16,277/17,277/18,277/19,277/20,277/21,277/22,277/23,278/1,278/2,278/3,279,280/1,280/2,280/3,281/1,281/2,281/3,281/4,282/1,282/2,282/3,282/4,282/5,282/6,283,284,285/1,285/2,285/3,286,287,288,289/1,289/2,289/3,289/4,289/5,290/1,290/2,290/3,290/4,291,292/1,292/2,293/1,293/2,293/3,293/4,293/5,293/6,293/7,293/8,294/1,294/2,294/3,294/4,294/5,295/1,295/2,295/3,295/4,296,297/1,297/2,297/3,297/4,298/1,298/2,298/3,298/4,299/1,299/2,299/3,299/4,299/5,299/6,299/7,299/8,299/9,300/1,300/1क,300/2क,300/1ख,300/1ग,300/1घ,300/2छ,300/1ज,300/1ज,300/2ज,300/2ख,300/2ग,300/2छ,301/1,301/2,301/3,301/4,302/1,302/2,303/1क,303/1ख,303/2क,303/2ख,303/3क,303/3ख,303/4,304,305/1,305/2,305/3,305/4,305/5,306,307,308,309,310/1,310/2,310/3,310/4,310/5,311/1,311/2,312,313/1,313/2,313/3,313/4,313/5,313/6,313/7,313/8,313/9,314,315/1,315/2,315/3,315/4,315/5,315/6,316/1,316/2,316/3,316/4,316/5,316/6,316/7,316/8,316/9,316/10,316/11,316/12,317/1,317/2,317/3,317/4,317/5,317/6,317/7,317/8,317/9,317/10,317/11,317/12,317/13,318/1,318/2,319/1,319/2,319/3,320/2,319/4,320/3,319/5,320/4,319/6,320/5,319/7,320/6,319/8,320/7,319/9,320/8,319/10,319/11,320/1,321/1,321/2,321/3,321/4,321/5,322,323,324/1,325/1,324/2,325/2,324/3,325/3,324/4,325/4,326,327/1,327/2,327/3,327/4,327/5,327/6,328,329,330,331,332/1,332/2,332/3,339,340(भाग),656,657,658,659,660/1,660/2,660/3,660/4,660/5,660/6,660/7,660/8,660/9,660/10,660/11,660/12,660/13,660/14,660/15,660/16,660/17,660/18,660/19,660/20,660/21,660/22,660/23,660/24,660/25,660/26,660/27,660/28,660/29,660/30,660/31,660/32,660/33,660/34

(2). ग्राम पोंडी (भाग) में अर्जित, किये गये खसरा संख्यांकः-

1/1(भाग),67/1(भाग),68/1,68/2,68/5,68/6,68/7,68/8(भाग),71/2,71/3,71/4,71/5,71/6,71/9,71/10(भाग),72,73/1,73/2,73/4,73/5(भाग),74/1,74/2,74/3,74/4,74/5,74/6,74/7,75/191/1,75/2,91/2,75/3,91/3,76/1,76/2,76/3,76/4,77/1,77/2,77/3,78,79/1,79/2,80,81/1,81/2,81/3,81/4,81/5,82/1,82/2,83/1,83/2,83/3,83/4,83/5,84/1,84/2,85/1,85/2,,85/3,86/1,86/2,87/1,89/1,87/2,89/2,87/3,89/3,89/4,88,90/1,90/2,90/3,90/4,90/5,90/6,90/7,90/8,90/9,92/1,92/2,92/3,92/4,93/1,93/2,93/3,93/6,93/7,93/8,93/9,93/10,93/11,93/12,93/13,93/14,93/15, (भाग),94/1(भाग),98/1,98/3,98/4,98/5,98/6(भाग),100/1,100/2,100/3,100/4(भाग),101,102/1,102/2,102/3,102/4,102/5,102/6,103/1,103/2,103/3,103/4,103/5,104/1,104/2,104/3,104/4,104/5,104/6,104/7,104/8,104/9,104/10,105/1,105/2,105/3,105/4,105/5,105/6,106/1,106/2,106/3,106/4,107/1,107/2,108,109,110/1,110/2,110/3,110/4,110/5,110/6,110/7,110/8,110/9,110/10,110/12,110/13,110/14,110/15,110/16((भाग),111/1(भाग),113/1,113/5(भाग),121/1,121/2,121/3,121/4,121/8,121/9(भाग),122/1(भाग),123/1(भाग),124/1,124/2,125,126/1,126/2,126/3,126/4,126/5,126/6,127/1,127/2,128/2(भाग),130/1,130/2,130/5,130/6(भाग),131/1,131/2,131/3(भाग),132/1,132/2,133,134/1,134/2,134/3,135,136/1,136/2,137/1,137/2,137/3,137/4,137/5,137/6,137/7,137/8,138,139/1,140/1,139/2,140/2,139/3,139/4,139/5,139/6,139/7,139/8,139/9,139/10,139/11,139/12,139/13,139/14,139/15,139/16,139/17,140/3,139/18,140/4,139/19,140/5,139/20,140/6,141,142/1,142/2,142/3,142/4,142/5,142/6,142/7,143/1,143/2,143/3,144/1,144/2,144/3,144/4,144/5,145/1,145/2,145/3,145/4,145/5,145/6,146/1,146/2,146/3,146/4,146/5,146/6,146/7,146/8,146/9,146/10,146/11,146/12,147/1,147/2,147/3,147/4,147/5,148/1,148/2,148/3,148/4,148/5,148/6,148/7,148/8,148/9,148/10,148/11,148/12,149,150,151,152/1,152/2,152/3,152/4,152/5,152/6,152/7,152/8,152/9,152/10,152/11,152/12,152/13,152/14,152/15,152/16,152/17,152/18,152/19,152/20,152/21,152/22,152/23,152/24,152/25,152/26,152/27,152/28,152/29,152/30,152/31,152/32,152/33,152/34,152/35,152/36,.152/37,152/38,152/39,152/40,152/41,152/42,152/43,152/44,152/45,152/46,152/47,152/48,152/49,152/50,152/51,152/52,152/53,152/54,152/55,152/56,152/57,152/58,152/59,152/60,152/61,152/62,152/63,152/64,152/65,152/66,152/67,152/68,152/69,152/70,152/71,152/72,152/73,152/74,152/75,152/76,152/77,512/78,152/79,152/80,152/81,152/82,152/83,152/84,152/85,152/86,152/87,152/88,152/89,152/90,152/91,152/92,152/93,152/94,152/95,152/96,152/97,152/98,152/99,152/100,152/101,152/102,152/103,152/104,152/105,152/106,152/107,152/108,152/109,152/110,152/111,152/112,152/113,152/114,152/115,152/116,152/117,152/118,152/119,152/120,152/121,152/122,152/123,152/124,152/125,152/126,152/127,152/128,152/129,152/130,152/131,152/132,152/133,152/134,152/135,152/136,152/137,153/1,153/2,153/3,153/4,153/5,154/1,154/2,154/3,154/4,154/5,154/6,154/7,155/1,155/2,156/1,156/2,156/3,156/4,156/5,156/6,156/7,156/8,157,158/1,158/2क,158/2ख,158/3,158/4,158/5,158/6,158/7,158/8,158/9,158/10,158/11,158/12,158/13,158/14,158/15,158/16,158/17,158/18,158/19,158/20,158/21,158/22,158/23,159/1,159/2,159/3,160/1,160/2,160/3,160/4,160/5,160/6,160/7,160/8,160/9,160/10,160/11,160/12,160/13,160/14,160/15,160/16,160/17,160/18,160/19,160/20,160/21,160/22,160/23,160/24,161/1,172/1,161/2,172/2,1

61/3, 172/3, 161/4, 172/4, 161/5, 161/6, 161/7, 161/8, 161/9, 161/10, 161/11, 161/12, 161/13
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72/15, 161/27, 172/16, 161/28, 172/17, 161/29, 172/18, 161/30, 172/19, 161/31, 172/20, 16
1/32, 172/21, 161/33, 161/34, 161/35, 161/36, 172/22, 161/37, 172/23, 161/38, 172/24, 161/
39, 172/25, 161/40, 172/26, 161/41, 172/27, 161/42, 172/28, 162/1, 162/2, 162/3, 162/4, 162
/5, 162/6, 163/क163/1ख163ग, 163/1घ, 163/1, ङ, 163/2, 163/3, 163/4, 163/5, 163/6, 163/7, 16
3/8, 163/9, 163/10, 163/11, 163/12, 164/1, 164/2, 165, 166/1, 166/2, 166/3, 166/4, 166/5, 166
/6, 166/7, 167, 168/1, 168/2, 168/3, 168/4, 168/5, 169, 170/1, 170/2, 170/3, 170/4, 170/5, 170
/6, 170/7, 171, 173/1, 173/2, 173/3, 173/4, 174/1, 174/2, 174/3, 174/4, 174/5, 175/1, 175/2, 1
75/3, 175/4, 175/5, 175/6, 175/7, 175/8, 175/9, 175/10, 175/11, 175/12, 175/13, 175/14, 175/
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6, 175/27, 175/28, 175/29, 175/30, 175/31, 176/1, 176/2, 176/3, 176/4, 176/5, 176/6, 176/7, 1
76/8, 176/9, 176/10, 176/11, 176/12, 176/13, 176/14, 176/15, 176/16, 176/17, 177, 178, 179,
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87/7, 187/8, 187/9, 187/10, 187/11, 187/12, 187/13, 187/14, 187/15, 187/16, 188, 189/1, 189
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191/3, 192/1, 192/2, 192/3, 192/4, 192/5, 193/1, 193/2, 193/3, 193/4, 193/5, 193/6, 193/7, 19
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, 193/20, 193/21, 193/22, 193/23, 193/24, 193/25, 193/26, 193/27, 193/28, 193/29, 193/30, 1
93/31, 193/32, 193/33, 194/1, 194/2, 194/3, 194/4, 194/5, 194/6, 194/7, 194/8, 194/9, 194/10
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95/1, 195/2, 95/3, 195/4, 195/5, 195/6, 195/7, 195/8, 195/9, 195/10, 196/1, 196/2, 196/3, 196
/4, 197/1, 197/2, 197/3, 197/4, 197/5, 198/1, 198/2, 198/3, 198/4, 198/5, 198/6, 198/7, 198/8,
198/9, 198/10, 198/11, 198/12, 199/1, 199/2, 199/3, 200, 201/1, 201/2, 201/3, 201/4, 201/5, 2
02/1, 202/2, 202/3, 202/4, 202/5, 202/6, 202/7, 202/8, 202/9, 202/10, 202/11, 202/12, 202/13
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4, 219/5, 219/6, 219/7, 219/8, 219/9, 219/10, 219/11, 219/12, 219/13, 219/14, 219/15, 219/1
6, 219/17, 219/18, 219/19, 219/20, 219/21, 219/22, 219/23, 219/24, 219/25, 219/26, 220/1, 2
20/2, 220/3, 220/4, 220/5, 220/6, 220/7, 220/8, 221/1, 221/2, 221/3, 221/4, 222/1, 222/2, 222
/3, 222/4, 222/5, 223, 224, 225, 226, 227/1, 227/2, 227/3, 227/4, 227/5, 227/6, 227/7, 228, 229
, 230, 231/1, 231/2, 232, 233/1, 233/2, 233/3, 234/1, 234/2, 235/1, 235/2, 235/3, 236/1, 236/2,
236/3, 236/4, 236/5, 236/6, 236/7, 236/8, 236/9, 236/10, 236/11, 236/12, 237/1, 237/2, 238, 2
39, 240/1, 240/2, 241/1, 241/2, 241/3, 242/1, 242/2, 242/3, 242/4, 242/5, 242/6, 242/7, 242/8

,242/9,242/10,242/11,242/12,242/13,242/14,242/15,243/1,243/2,243/3,243/4,243/5,2
43/8,243/7,244/1,244/2,244/3,245,246,247/1,247/2,247/3,247/4,247/5,247/6,247/7,2
48,249/1,249/2,249/3,249/4,249/5,249/6,249/7,249/8,249/9,249/10,249/11,249/12,24
9/13,249/14,249/15,249/16,249/17,249/18,249/19,249/20,249/21,249/22,249/23,249/
24,249/25,249/26,249/27,249/28,250,251/1,251/2,252/1,252/2,253/1,253/2,253/3,25
3/4,253/5,253/6,253/7,253/8,253/9,253/10,253/11,253/12,253/13,253/14,253/15,253/
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5/8,255/9,256,257,258/1,258/2,258/3,258/4,258/5,258/6,258/7,258/8,258/9,258/10,2
58/11,258/12,258/13,258/14,258/15,258/16,258/17,258/18,258/19,258/20,258/21,25
8/22,258/23,258/24,258/25,258/26,258/27,258/28,258/29,258/30,258/31,258/32,258/
33,258/34,258/35,258/36,258/37,259,260/1,260/2,260/3,260/4,260/5,260/6,260/7,26
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260/20, 260/21, 260/22, 260/23, 260/24, 260/25,260/26, 260/27, 260/28, 260/29,
260/30,260/31,260/32,261/1,261/2,261/3,261/4,261/5,261/6,261/7,261/8,261/9,261/1
0,262/1क,262/1ख,262/1ग,262/1घ,262/1ङ,262/1च,262/1छ,262/1ज,262/1झ,262/1ञ,262/
ट,262/1ठ,262/1द,262/1ध,262/2,263/1,263/2,263/3,264/1,264/2,264/3,264/4,264/5,264
/6,264/7,264/8,264/9,264/10,264/11,264/12,264/13,265/1,265/2,265/3,265/4,265/5,2
65/6,265/7,265/8,265/9,265/10,265/11,265/12,265/13,265/14,265/15,266,267/1,267/
2,267/3,267/4,267/5,268,269/1,269/2,269/3,269/4,269/5,269/6,269/7,269/8,269/9,26
9/10,269/11,269/12,289/13,269/14,269/15,269/16,270,271,272,273/1,273/2,273/3,27
4,275/1,275/2,275/3,276/1,276/2,276/3,276/4,276/5,276/6,276/7,276/8,276/9,278/10
,276/11,276/12,276/13,277/1,277/2,278/1,278/2,279/1क,279/1ख,279/2,280,281,282,2
83,284/1,284/2,285,286,287,288,289,290,291,292,293,294/1,294/2,295,296/1,296/2,2
96/3,297/1,297/2,297/3,297/4,298/1,298/2,298/3,299/1,299/2,299/3,299/4,300,301,3
02,303/1,303/2,303/3,303/4,303/5,303/6,303/7,304/1,304/2,304/3,304/4,305/1,305/2
,305/3,305/4,306,307/1,307/2,307/3,308/1,308/2,309,310/1,310/2,310/3,310/4,310/5,
310/6,310/7,310/8,310/9,310/10,310/11,310/12,311/1,311/2,312/1,312/2,313/1,313/2
,313/3,314/1,314/2,315,318/1,318/2,317/1,317/2,317/3,318/1,318/2,318/3,319,320/1,
320/2,321,322,323,324,325,326,327,328,329/1,329/2,329/3,330/1,330/2,330/3,330/4,
331,332,333/1,333/2,333/3,333/4,333/5,334/1,334/2,334/3,334/4,334/5,335/1,335/2,
335/3,335/4,336/1,336/2,337/1,337/2,338/1,338/2,339,340,341/1,341/2,341/3,341/4,
342,343/1,343/2,344/1,344/2,344/3,344/4,345/1,345/2,346/1,346/2,347/1,347/2,348/
1,348/2,348/3,348/4,348/5,348/6,349,350/1,350/2,351,352,353/1,353/2,353/3,353/4,
353/5,353/6,353/7,354,355/1,355/2,355/3,355/4,355/5,356/1,356/2,357,358,359/1,35
9/2,360,361,362/1,362/2,362/3,362/4,362/5,362/6,362/7,363/1,363/2,364/1,364/2,36
4/3,364/4,364/5,364/6,365,366/1,366/2,366/3,366/4,366/5,366/6,366/7,366/8,366/9,
367,368/1,368/2,368/3,369,370,371,372,373/1,373/2,374/1,374/2,375,376/1,376/2,37
7,378,379,380,381/1,381/2,382/1,382/2,382/3,382/4,382/5,382/6,382/7,383/1,383/2,
383/3,383/4,383/5,383/6,383/7,384/1,384/2,384/3,384/4,384/5,384/6,384/7,385,386/
1,386/2,386/3,386/4,386/5,386/6,387/1,387/2,387/3,387/4,387/5,387/6,387/7,387/8,
387/9,387/10,387/11,387/12,387/13,388,389/1(भाग),390,392/2,392/3(भाग),394/1,394/

3(भाग), 395, 396/1, 396/2, 396/3, 396/4, 396/5, 396/6, 396/7, 396/8, 396/9, 396/10, 396/11, 397/1, 397/2, 397/3, 397/4, 397/5, 398/1, 398/2, 398/3, 399/1, 399/2, 399/3, 400/1, 400/2, 401/1, 401/2(भाग), 402/2(भाग), 403/1, 403/2, 404/1(भाग), 407/1, 407/3(भाग), 408/1, 408/3(भाग), 409/1(भाग), 433/3(भाग), 432/1, 432/2, 432/8, 432/10(भाग), 436/1, 436/3, 436/4, 437/4, 437/1, 437/5, 437/6, 437/7, 437/8(भाग), 438/1, 438/2, 438/3, 438/4, 438/5, 438/6, 438/7, 438/8, 438/9, 439, 440, 441, 442/1, 442/2, 442/3, 442/4, 442/5, 442/8, 442/7, 442/8, 442/9, 442/10, 442/11, 442/12, 442/13, 442/14, 442/15, 442/16, 442/17, 442/18, 442/19, 442/20, 442/21, (भाग), 443/1, 443/2, 444, 445, 446/1, 446/2, 447/1, 447/2, 448, 449/1, 449/2, 449/3, 449/4, 450/1, 450/2, 451/1, 451/2, 452, 453/1, 453/2, 453/3, 453/4, 453/5, 453/6, 454/1, 454/2, 455, 456, 457/1, 457/2, 458/1, 458/2, 458/3, 459/1, 459/2, 460, 461/1, 461/2, 461/3, 461/4, 461/5, 462/1, 462/2, 463/1, 528/1, 463/2, 528/2, 463/3, 528/8, 463/4, 528/7, 463/5, 528/3, 463/6, 528/4, 463/7, 528/5, 463/8, 528/6, 463/9, 528/9, 463/10, 528/10, 463/11, 528/11, 463/12, 528/12, 464, 465, 466, 467/1, 467/2, 468/1, 468/2, 469/1, 469/2, 469/3, 489/4, 469/5, 469/6, 469/7, 469/8, 470/1, 470/2, 470/3, 471, 472/1, 472/2, 472/3, 472/4, 472/5, 472/8, 472/7, 472/8, 472/9, 472/10, 472/11, 472/12, 472/13, 472/14, 472/15, 472/16, 472/17, 472/18, 472/19, 472/20, 472/21, 472/22, 472/23, 472/24, 472/25, 472/26, 472/27, 472/28, 472/29, 472/30, 472/31, 472/32, 473, 474, 475, 476, 477, 478, 479, 480, 481/1, 481/2, 481/3, 481/4, 481/5, 481/6, 482, 483, 484/1, 484/2, 484/3, 484/4, 484/5, 484/6, 484/7, 484/8, 484/9, 484/10, 484/11, 484/12, 484/13, 484/14, 484/15, 484/16, 484/17, 484/18, 484/19, 484/20, 484/21, 484/22, 484/23, 484/24, 484/25, 485, 486, 487/1, 487/2, 488, 489, 490/1, 490/2, 491, 492/1, 492/2, 492/3, 493, 494, 495, 496, 497, 498, 499, 500/1, 500/2, 500/3, 500/4, 500/5, 500/6, 500/7, 500/8, 500/9, 500/10, 500/11, 501/1, 501/2, 501/3, 501/4, 501/5, 501/6, 501/7, 501/8, 501/9, 501/10, 502/1, 502/2, 502/3, 502/4, 502/5, 502/6, 502/7, 502/8, 502/9, 503/1, 503/2, 503/3, 503/4, 503/5, 503/6, 503/7, 503/8, 503/9, 503/10, 503/11, 503/12, 503/13, 503/14, 503/15, 503/16, 503/17, 503/18, 503/19, 503/20, 503/21, 503/22, 503/23, 503/24, 503/25, 503/28, 503/27, 503/28, 503/29, 503/30, 503/31, 503/32, 503/33, 503/34, 503/35, 503/36, 503/37, 504, 505, 506/1, 506/2, 506/3, 507/1, 507/2, 507/3, 507/4, 507/5, 507/6, 507/7, 507/8, 507/9, 507/10, 507/11, 507/12, 508, 509/1, 509/2, 509/3, 509/4, 509/5, 509/6, 509/7, 509/8, 509/9, 509/10, 509/11, 509/12, 509/13, 509/14, 509/15, 509/16, 509/17, 509/18, 509/19, 509/20, 509/21, 510, 511, 512/1, 512/2, 513, 514, 515/1, 515/2, 515/3, 515/4, 516, 517, 518/1, 518/2क/1, 518/क/2, 518/2ख/1, 518/2ख/2, 518/2ख/3, 518/2 ख/4, 518/2 ख/5, 519/1 ख, 519/1 ख/1, 519/1ख/2, 519/1 ख/3, 519/1ख/4, 519/1ग, 519/1घ/1, 519/1घ/2, 519/2क, 519/2ख, 519/3क/1, 519/3क/2, 520/1क, 520/1ख, 520/1ग, 520/1घ, 520/1ङ, 520/1च, 520/1छ, 520/1ज, 520/झ, 520/1ञ, 520/1ट, 520/1ठ, 520/2, 521, 522/1, 522/2, 522/3, 523/2, 522/4, 522/5, 523/3, 523/1, 523/4, 523/5, 524/1, 524/2, 524/3, 524/4, 524/5, 524/6, 524/7, 524/8, 524/9, 524/10, 524/11, 524/12, 524/13, 524/14, 524/15, 524/16, 524/17, 525, 526, 527/1, 527/2, 529, 530, 531, 532/1, 532/2, 532/3, 532/4, 532/5, 532/6, 532/7, 532/8, 533/1क, 533/1ख, 533/1ग, 533/1घ, 533/1ङ, 533/1च, 533/छ, 533/2, 534/1, 534/2, 534/3, 534/4, 535, 536/1, 536/2, 536/3, 536/4, 536/5536/6, 536/7, 536/8, 536/9, 536/10, 536/11, 536/12, 536/13, 536/14, 536/15, 536/16, 536/17, 537, 538/1, 538/2, 539, 540/1, 540/2,

(3). ग्राम रलिया (भाग) में अर्जित, किये गये खसरा संख्यांकः-

1,2,3,4,5,7/1,7/2,7/3,7/4,7/5,7/6,8/1,8/2,8/3,8/4,8/5,8/6,8/7,8/8,8/9,8/10,8/11,8/12,8/13,8/14,8/15,9/1,9/2,9/3,9/4,9/5,9/6,9/7,9/8,9/9,9/10,9/11,9/12,9/13,10/1,11/1,10/2,10/3,11/2,10/4,11/3,10/5,11/4,10/6,11/5,10/7,11/6,10/8,11/7,10/9,11/8,10/10,11/9,12/1,12/2,12/3,12/4,12/5,12/6,12/7,12/8,12/9,12/10,12/11,12/12,12/13,12/14,12/15,12/16,12/17,12/18,12/19,13/1,13/2,21/1,21/2,21/3,21/4,21/5,21/6,21/7,21/8,21/9,21/10,21/11,21/12,21/13,21/14,21/15,21/16,21/17,21/18,22,23,24,26/1,26/2,26/3,27,28/1,28/2,28/3,28/4,28/5,28/6,28/7,28/8,28/9,28/10,28/11,28/12,28/13,28/14,28/15,28/16,28/17,28/18,28/19,29/1,29/2,29/3,29/4,29/5,29/6,29/7,29/8,29/9,29/10,29/11,29/12,29/13,29/14,29/15,29/16,29/17,29/18,29/19,30/1,30/2,30/3,30/4,30/5,30/6,30/7,30/8,30/9,30/10,30/11,30/12,30/13,30/14,30/15,30/16,30/17,30/18,30/19,30/20,30/21,30/22,30/23,30/24,30/25,30/26,30/27,31,38/1,(भाग),198(भाग),199/1,199/2,199/3,200,201,202,203,204,205/1,205/2,206/1,206/2,206/3,206/4,206/5,206/6,206/7,207/1,207/2,208/1,208/2,209-210(भाग),222,223,

(4). ग्राम बाहनपाट (भाग) में अर्जित, किये गये खसरा संख्यांकः-

1/1,1/2,2,3,4/1,4/2,4/3,4/4,4/5,5/1क,5/1ख,5/2,5/3,6/1,6/2,6/3,6/4,6/5,7/1,7/2,8,9,10/1,10/2,11/1,11/2,12/1,12/2,14/1,14/2,12/3,12/4,12/5,12/6,14/3,12/7,14/4,12/8,14/5,12/9,14/6,12/10,14/7,13/1,13/2,15/1,15/2,16/1,16/2,16/3,16/4,16/5,16/6,16/7,16/8,17,18,19,20/1,20/2,21,22,23/1,23/2,24/1,24/2,24/3,25/1,25/2,25/3,25/4,25/5,25/6,25/7,25/8,25/9,25/10,25/11,25/12,25/13,25/14,25/15,25/16,25/17,25/18,25/19,25/20,25/21,25/22,25/23,25/24,25/25,25/26,25/27,25/28,25/29,25/30,25/31,25/32,25/33,25/34,25/35,25/36,25/37,25/38,25/39,25/40,25/41,25/42,25/43,25/44,25/45,25/46,25/47,25/48,25/49,25/50,25/51,25/52,25/53,25/54,25/55,25/56,25/57,25/58,25/59,25/60,25/61,25/62,25/63,25/64,25/65,25/66,26/67,25/68,25/69,25/70,26,27/1,27/2,27/3,27/4,27/5,28/1,28/2,28/3,28/4,29/1,29/2,29/3,30,31/1,31/2,32/1,32/2,32/3,33/1,33/2,33/3,33/4,33/5,33/6,33/7,33/8,33/9,33/10,33/11,33/12,33/13,33/14,33/15,33/16,33/17,33/18,33/19,34,35/1,35/2,35/3,36/1,36/2,36/3,37,38/1,38/2,38/3,38/4,38/5,38/6,38/7,38/8,38/9,38/10,38/11,38/12,39,40/1,40/2,41,42,43,44,45,46,47/1,47/2,47/4,48/3,47/5,47/6,47/7,47/8,47/9,47/10,47/11,47/12,47/13,47/14,48/1,48/2,48/4,48/5,48/6,49/1,49/2,49/3,49/4,50/1,50/2,51,52/1,52/2,52/3,52/4,52/5,53,54,55/1,55/2,56/1,56/2,57,58,59,60,61/1,61/2,62,63/1,63/2,64/1,64/2,64/3,65,66,67/1,67/2,67/3,67/4,67/5,67/6,67/7,67/8,67/9,67/10,67/11,67/12,67/13,67/14,67/15,67/16,67/17,67/18,67/19,67/20,67/21,68,69,70,71,72,73,74/1,74/2,74/3,74/4,74/5,74/6,74/7,75/1,75/2,75/3,75/4,75/5,76/1,76/2,85,86,87/1,87/2,88/1,88/2,88/3,88/4,89/1,89/2,90/1,90/2,91/1,91/2,92/1,93/2,92/2क,92/ख,92/2ग,92/2घ,92/2ङ92/2च,92/3,93/3,94/2,92/4,93/4,94/7,92/5,93/5,94/8,92/6,93/6,92/7,93/1,93/7,94/1,94/3,94/4,94/5,94/6,95,96,97/1,97/2,97/3,97/4,98/1,98/2,98/3,98/4,98/5,98/6,99/1,99/2,99/3,99/4,99/5,99/6,100/1,100/2,101/1,101/2,101/3,101/4,101/5,102,103/1,103/2,103/3,103/4,103/5,103/6,104,105/1,105/2,105/3,105/4,105/5,105/6,105/7,106,107,108/1,108/2,109,

110,111,112,113,114/1,114/2,114/3,114/4,114/5,115/1,115/2,115/3,115/4,115/5,116/1,116/2,116/3,117/1,117/2,118/1,118/2,119/1,119/2,119/3,119/4,120,121,122/1,122/2,122/3,122/4,122/5,123,124,125,126,127,128,129,130/1,130/2,130/3,130/4,130/5,130/6,130/7,130/8,131,132,133,134,135,136/1,136/2,137,138/1,138/2,139,140,141,142/1,142/2,143,144,145/1,145/2,145/3,146/1,146/2,146/3,146/4,147/1,147/2,148/1,148/2,149,150,151/1,151/2,152/1,152/2,152/3,153,154/1,154/2,155,156/1,156/2,156/3,156/4,156/5,157/1,157/2,157/3,157/4,157/5,157/6,157/7,157/8,157/9,157/10,157/11,157/12,157/13,157/14,157/15,157/16,157/17,157/18,157/19,157/20,157/21,157/22,157/23,157/24,157/25,157/26,157/27,157/28,158/1,158/2,158/3,158/4,158/5,158/6,158/7,158/8,158/9,158/10,159/1,159/2,159/3,160/1,160/2,160/3,160/4,160/5,161/1,161/2,162,163/1,163/2,163/3,163/4,163/5,163/6,163/7,163/8,163/9,163/10,163/11,164,165/1,165/2,165/3,165/4,165/5,165/6,165/7,165/8,165/9,165/10,166,167,168/1,168/2,168/3,168/4,169,170,171/1,171/2,171/3,172,173/1,173/2,174/1,174/2,174/3,175/1,175/2,175/3,175/4,175/5,176/1,176/2,176/3,177,178/1,178/2,179,180,181,182,183/1,183/2,184,185,186,187/1,187/2,187/3,187/4,187/5,187/6,187/7,187/8,187/9,187/10,187/11,187/12,187/13,187/14,187/15,187/16,187/17,187/18,187/19,187/20,187/21,187/22,188,189/1,189/2,189/3,189/4,189/5,189/6,190,191,192/1,192/2,192/3,192/4,193,194,195/1,195/2,195/3,195/4,195/5,195/6,195/7,195/8,195/9,196/1,196/2,196/3,197/1,197/2,198,199/1,199/2,199/3,199/4,199/5,199/6,200/1,200/2,200/3,201/1,201/2,201/3,201/4,201/5,201/6,201/7,202/1,202/2,203,204,205,206,207/1,207/2,208,209/1,209/2,210/1,210/2,210/3,210/4,210/5,210/6,210/7,210/8,210/9,210/10,211/1,211/2,211/3,212/1,212/2,212/3,212/4,212/5,212/6,212/7,213,214,215,216,217,218/1,218/2,218/3,218/4,218/5,219/1,219/2,219/3,219/4,219/5,219/6,219/7,219/8,220/1,220/2,220/3,220/4,220/5,221/1,221/2,221/3,222,223/1,223/2,223/3,223/4,223/5,223/6,224/1,224/2,225/1,225/2,225/3,225/4,225/5,225/6,225/7,225/8,226,227/1,227/2,227/3,228/1,228/2,228/3,228/4,228/5,228/6,228/7,229,230/1,230/2,230/3,230/4,230/5,230/6,231,232/1,232/2,232/3,232/4,232/5,233/1,233/2,233/3,233/4,233/5,233/6,234,235/1,235/2,236,237,238,239,240/1,240/2,240/3,240/4,240/5,240/6,240/7,240/8,240/9,240/10,240/11,240/12,240/13,240/14,,240/15,240/16,240/17,240/18,240/19,240/20,240/21,240/22,240/23,240/24,240/25,240/26,240/27,240/28,240/29,240/30,240/31,240/32,240/33,240/34,240/35,240/36,240/37,240/38,240/39,240/40,240/41,240/42,240/43,240/44,240/45,240/46,240/47,241,242,243/1,243/2,244/1,244/2,244/3,245,246,247,248,249,250,251,252,253/1,253/2,253/3,254,255/1,255/2,256/1,256/2,256/3,256/4,256/5,256/6,256/7,256/8,257/1,257/2,257/3,257/4,257/5,257/6,257/7,257/8,257/9,257/10,257/11,257/12,257/13,257/14,257/15,257/16,257/17,257/18,257/19,257/20,257/21,257/22,257/23,257/24,257/25,257/26,257/27,257/28,257/29,257/30,257/31,257/32,257/33,257/34,257/35,257/36,257/37,257/38,257/39,257/40,257/41,257/42,257/43,257/44,257/45,257/46,257/47,257/48,257/49,257/50,257/51,257/52,257/53,257/54,257/55,257/56,257/57,257/58,258/1,258/2,258/3,258/4,259/1,259/2,260/1,260/2,261,262/1,262/2,262/3,262/4,262/5,262/6,262/7,263/1,263/2,263/3,264/1,264/2,264/3,264/4,265/1,265/2,265/3,265/4,265/5,

265/6,265/7,265/8,265/9,265/10,265/11,265/12,265/13,265/14,265/15,265/16,265/17,265/18,265/19,265/20,265/21,265/22,265/23,265/24,265/25,265/26,265/27,265/28,265/29,265/30,265/31,266,267,268/1,268/2,269/1,269/2,269/3,270/1,270/2,271,272/1,273/1,274/1,272/2,273/2,274/4,272/3,273/3,274/5,274/2,274/3,275/1,275/2,276,277/1,277/2,277/3,277/4,277/5,277/6,277/7,277/8,277/9,277/10,277/11,278,279,304,305,306,307,308/1,308/2,309,310/1,310/2,310/3,312/1,312/2,312/3,312/4,312/5,312/6,312/7,312/8,312/9,312/10,312/11,312/12,312/13,312/14,312/15,312/16,312/17,312/18,312/19,313,314,315,316,317,318/1,318/2,319,320/1,320/2,320/3,321,322,323/1,323/2,324,325/1,325/2,325/3,326/1,326/2,327/1,327/2,327/3,327/4,327/5,327/6,327/7,327/8,327/9,327/10,327/11,327/12,328,329/1,329/2,329/3,330,331/1,331/2,332,333/1,333/2,334,335,336/1,336/2,336/3,336/4,336/5,336/6,336/7,336/8,336/9,336/10

(5). ग्राम भठोरा (भाग) में अर्जित, किये गये खसरा संख्यांकः-

2(भाग),3(भाग),4/1,4/2,5/1,5/2,5/3,5/4,5/5,5/6,5/7 ,5/8,5/9,6/1,6/2, 6/3,6/4, 6/5,6/6,6/7,7,8/1,8/2,9(भाग),10,11(भाग),22(भाग),23(भाग),24(भाग),26(भाग),27(भाग),28,29(भाग),33(भाग),34(भाग),35,36/1,36/2,36/3,37,38/1,38/2,38/3,38/4,38/5,38/6,38/7,39/1,42/1,39/2,42/2,39/3,42/3,39/4,42/4,39/5,42/5,39/6,42/6,39/7,42/7,39/8,42/8,40(भाग),41/1,41/2,43,44,45/1,45/2,45/3,45/4,46/1,46/2,47/1,47/2,48,49/1,49/2,50/1,50/2,50/3,50/4,51/1,51/2,51/3,52/1,52/2,52/3,52/4,52/5,52/6,52/7,53,54/1,54/2,54/3,54/4,55/1,55/2,55/3,55/4,56/1,56/2,56/3,56/4,56/5,56/6,56/7,57/1,57/2,57/3,57/4,58,59,60/1,61/1,60/2,61/2,60/3,61/3,60/4,61/4,60/5,61/5,60/6,61/6,60/7,60/8,60/9,61/7,60/10,61/8,60/11,61/9,60/12,61/10,60/13,61/11,60/14,61/12,60/15,61/13,60/16,61/14,60/17,61/15,60/18,62/1,62/2,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81/1,81/2,81/3,81/4,82,83,84/1,84/2,84/3,84/4,84/5,84/6,84/7,84/8,84/9,84/10,84/11,85/1,85/2,86/1,86/2,86/3,86/4,87,88,89/1,90/1,92/1,89/2,90/2,92/2,89/3,90/3,92/3,91/1,91/2,91/3,93,94,95,96,97,98,99/1,99/2,100/1,100/2,100/3,100/4,101,102/1,102/2,103,104,105,106,107,108/1,108/2,108/3,108/4,109/1,109/2,110/1,110/2,110/3,111/1,111/2,112/1,112/2,112/3,112/4,112/5,112/6,112/7,112/8,112/9,113/1,113/2,114/1,114/2,114/3,114/4,114/5,114/6,115/7,114/7,114/8,114/9,114/10,114/11,114/12,114/13,115/1,115/2,115/3,115/4,115/5,115/6,115/8,115/9,115/10,115/11,115/12,117,118/1,118/2,119/1,118/3,119/3,118/4,119/4,118/5,119/5,119/2,120/1,120/2,120/3,120/4,120/5,121/1,121/2,122,123,124,125/1,125/2,126,127/1,127/2,127/3,127/4,127/5,127/6,127/7,127/8,127/9,128/1,128/2,128/3,128/4,128/5,128/6,128/7,129,130,131,132,133,134,135/1,135/2,136,137/1,137/2,137/3,137/4,137/5,137/6,137/7,138/1,138/2,139,140,141/1,141/2,142/1,142/2,143/1,143/2,143/3,144,145/1,145/2,146,147/1,147/2,147/3,148,149/1,149/2,150/1,150/2,151,152/1,152/2,

सीमा वर्णन

क-ख-ग-घ	रेखा ग्राम आमगांव और बरेली सम्मिलित की सीमा पर बिन्दु "क" से आरंभ होती है और आमगांव बरेली पोंडी-बरेली की सम्मिलित सीमा के साथ-साथ गुजरती है बिन्दु "घ" पर मिलती है।
घ-ड़	रेखा ग्राम पोडी में खसरा संख्या 1,130, 131, 128, 122, 123, 122, 121, 111, 110, 113, 100, 98, 93, 94, 93, 71, 73, 68, 67, 389, 392, 394, 209, 409, 407, 408, 404, 402, 401, 437, 436, 437, 433, 432, 442, से होते हुए बिन्दु "ड" पर मिलती है।
ङ-च-च1	रेखा ग्राम बाहनपाट-कोसमंदा, और भठोरा-कोसमंदा की सम्मिलित सीमा के साथ-साथ गुजरती हुई बिन्दु "च1" पर मिलती है।
च1-छ	रेखा ग्राम भठोरा के, खसरा संख्या 2, 3, 11, 9, 34, 33, 29, 27, 26, 24, 23, 40, 22 से होते हुए गुजरती है और बिन्दु "छ" पर मिलती है।
छ-ज	रेखा खसरा संख्या 22, 41, 114, 115, 116, 135, की पूर्वी सीमा ग्राम भठोरा होते हुए गुजरती है और बिन्दु "ज" पर मिलती है।
ज-झ	रेखा खसरा संख्या 135, 136, 138, 152, 150, 149, 148, 147, 111, 110, 108 की दक्षिणी सीमा के साथ-साथ ग्राम भठोरा होते हुए गुजरती है और बिन्दु "झ" पर मिलती है।
झ-ञ	रेखा खसरा संख्या 327, 328, 329, 335, 336, 312, 310, 309, 304, 279, 278, 87, 86, 85, 76, 75 की दक्षिणी सीमा से होते हुए ग्राम बाहनपाट से गुजरती है और बिन्दु "ञ" पर मिलती है।
ञ-ट-ठ-ड	रेखा ग्राम पोंडी बाहनपाट, पोंडी-भिलाईकला, रलिया-भिलाईकला ग्रामों की भागतः सम्मिलित सीमा के साथ साथ होते हुई गुजरती है बिन्दु "ड" पर मिलती हैं।
ड-ढ-ण	रेखा खसरा संख्या 210, 208, 222, की पूर्वी सीमा के साथ से होते हुए गुजरती है, खसरा संख्या 222, 198 की दक्षिण सीमा, संख्या 198 से

होते हुए खसरा संख्या 198 की दक्षिण पूर्वी सीमा, खसरा संख्या 199, 201, 202, 203, 204 की उत्तरी सीमा, खसरा संख्या 205 की पश्चिमी सीमा, बाद में खसरा संख्या 38/1 से होते हुए से गुजरती है और बिन्दु "ण"पर मिलती है ।

ण-त-थ-द रेखा खसरा संख्या 31, 30, 28 की पूर्वी सीमा के साथ-साथ खसरा संख्या 28, 27, 26, 24, 21, 11, 10, 13, 12, 8, 7 की दक्षिणी सीमा, बाद में भागतः रलिया-आमगांव की सम्मिलित सीमा से होते हुए ग्राम रलिया से गुजरती है और बिन्दु "द" पर मिलती है ।

द-ध-न-क देखा खसरा संख्या 656, 327, 330, 332, 271, 339, की पश्चिमी सीमा के साथ-साथ खसरा संख्या 340 से होते हुए खसरा संख्या 146, 147, 148, 150, 193, 187, 180, 181, 182, 183 की पश्चिमी सीमा में खसरा संख्या 183, 184, 183, 186, 187, 188, 210 की उत्तरी सीमा बाद में खसरा संख्या 211 की पश्चिमी सीमा से होते हुए से गुजरती है और आरंभिक बिन्दु "क" पर मिलती है ।

[फा. सं. -43015/18/2000-पी.आर.आई. डब्ल्यू.]

बी. के. पण्डा, निदेशक

New Delhi, the 16th November, 2004

S. O. 2977.— whereas by the notification of the Government of India in the Ministry of Coal Number So. 202 (E) dated the 17th February, 2004 issued under sub-section (I) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part II, section-3,sub-section (ii) of the Extra-ordinary Gazette of India dated the 17th February, 2004 the Central Government give notice of its intention to acquire land and rights in the land measuring 491.463 hectares (approximately) or 1214.40 acres (approximately), in the locality specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after consider-ing the aforesaid report and consulting the Government of Chhattisgarh is satisfied that the lands measuring 491.463 hectares (approximately) or 1214.40 acres (approximately) described in the Schedule appended hereto, should be acquired;

New, therefore, in exercise of the powers conferred by sub section (1) of section 9 of the said Act, the Central Government here by declares that the lands measuring 491.463 hectares (approximately) or 1214.40 acres (approximately) described in the said Schedule are here by acquired.

The Plan bearing No: SECL/BSP/GM(PLG)/Land/289 dated the 4th June. 2004 of the areas covered by this notification may be inspected in the office of the Collector, Korba (Chhattisgarh) or in the office of the Coal Controller, 1, Council House Street, Kolkatta or in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

Schedule

Pondi Block
Korba Coalfield, Gevra Area
District – Korba (Chhattisgarh)

All Rights

Sl. no	Village	Patwari halka number	Khewat number	Tahsil	District	Area in hectares	Remarks
1	Amgaon	13	36	Katghora	Korba	109.454	Part
2	Pondi	20	35	Katghora	Korba	185.767	Part
3	Ralia	20	34	katghora	Korba	69.612	Part
4	Bahanpat	20	30	Katghora	Korba	84.315	Part
5	Bhathora	20	29	Katghora	Korba	42.315	Part
Total : 491.463 hectares (approximately) or 1214.40 acres (approximately)							

(1). Khasra numbers acquired in village Amgaon (Part):

146/1,146/2,147/1,147/2,147/3,147/4,147/5,147/6,148/1,148/2,148/3,149/1,149/2,150,180/1K,180/1Kh,180/2,180/3,180/4,180/5,180/6,180/7,180/8,180/9,180/10,180/11,180/12,180/13,180/14K,180/14Kh,180/15,180/16,180/17,180/18,181/1,181/2,181/3,181/4,181/5,181/6,182,183/1,183/2,183/3,184/1,184/2,186/1,186/2,186/3,187/1,187/2,187/3,187/4,187/5,187/6,187/7,187/8,187/9,187/10,187/11,187/12,187/13,187/14,188/1,188/2,188/3,188/4,188/5,188/6,189/1,189/2,189/3,189/4,189/5,190,191/1,191/2,191/3K,191/3Kh,191/4,191/5,192,193/1,193/2,193/3,194/1,194/2,195/1,195/2,196,197/1,197/2,197/3,198/1,198/2,198/3,198/4,198/5,198/6,199,200,201/1,201/2,201/3,201/4,201/5,201/6,201/7,202/1,202/2,203;204/1,204/2,204/3,204/4,204/5,205/1,205/2,205/3,205/4,205/5,206/1,206/2,,207/1,207/2,211/10,207/3,207/4,207/5,207/6,207/7,211/11,207/8;211/12,207/9,207/10,207/11,207/12,207/13,207/14,207/15,208/1,208/2/1,211/8,208/2/2,211/13,208/3,211/14,208/4,211/15,208/5,208/14,208/6,208/7,208/8,208/9,208/10,208/11,208/12,211/16,208/13,211/17,208/15,208/16,211/25,208/17,211/26,208/18,211/27,208/19,211/28,208/20,208/21,211/31,208/22,208/23,208/24,211/32,208/25,211/33,211/1,211/2,211/3,211/4,211/5,211/6,211/7,211/9,211/18,211/19,211/20,211/21,211/22,211/23,211/24,211/29,211/30,211/34,211/35,211/36,211/37,211/38,211/39,211/40,211/41,209,210/1,210/2,210/3,210/4,210/5,210/6,212/1,212/2,213/1,213/2,213/3,214/1,214/2,214/3,214/4,214/5,214/6,214/7,215,216/1,

216/2,217/1,217/2,217/3,217/4,218/1,218/2,219,220/1,220/2,220/3,220/4,221/1,221/2,221/3,222/1,222/2,222/3,223/1,223/2,224,225/1,225/2,225/3,225/4,225/5,225/5,225/6,226/1,226/2,227/1,227/2,227/3,227/4,227/5,227/6,227/7,228,229/1,229/2,229/3,229/4,229/5,230/1,230/2,231/1,231/2,232/1,232/2,232/3,232/4,232/5,233,234/1k,234/1KH,234/2,234/3,234/4,234/5,235/1,235/2,235/3,236/1,236/2,236/3,237/1,237/2,237/3,237/4,237/5,237/6,238/1,238/2k,238/2KH,239/1,239/2,239/3,240/1,240/2,241/1,241/2,242/1,242/2,242/3,242/4,243/1,243/2,243/3,244/1,244/2,244/3,245,246,247/1,247/2,247/3,247/4,248,249/1,249/2,249/3,249/4,253/1,249/5,253/2,249/6,249/7,249/8,249/9,249/10,250,251/1,252/1,251/2,252/2,251/3,252/3,254/1,254/2,254/3,254/4,254/5,254/6,254/7,254/8,255/1,255/2,255/3,256,257/1,260/1,257/2,260/4,257/3,260/5,260/2,260/3,258/1,258/2,258/3,259/1,259/2,259/3,259/4,261,262/1,262/2,262/3,262/4,263,264/1,264/2,264/3,264/4,264/5,264/6,264/7,264/8,264/9,264/10,265,266,267/1,267/2,267/3,267/4,267/5,267/6,268/1,268/2,268/3,269,270/1,270/2,271/1,271/2,271/3,272/1,272/2,272/3,272/4,272/5,272/6,273/1K,273/1Kh,273/1G,273/2K,273/2Kh,273/2G,273/3,273/4,273/5,274,275/1,275/6,275/2,275/3,275/4,275/5,275/7,275/8,275/9,275/10,276/1,276/2,277/1K,277/1Kh,277/1G,277/2,277/3K,277/3Kh,277/4,277/5,277/6,277/7,277/8,277/9,277/10,277/11,277/12,277/13,277/14,277/15,277/16,277/17,277/18,277/19,277/20,277/21,277/22,277/23,278/1,278/2,278/3,279,280/1,280/2,280/3,281/1,281/2,281/3,281/4,282/1,282/2,282/3,282/4,282/5,282/6,283,284,285/1,285/2,285/3,286,287,288,289/1,289/2,289/3,289/4,289/5,290/1,290/2,290/3,290/4,291,292/1,292/2,293/1,293/2,293/3,293/4,293/5,293/6,293/7,293/8,294/1,294/2,294/3,294/4,294/5,295/1,295/2,295/3,295/4,296,297/1,297/2,297/3,297/4,298/1,298/2,298/3,298/4,299/1,299/2,299/3,299/4,299/5,299/6,299/7,299/8,299/9,300/1,300/1K,300/2K,300/1Kh,300/1G,300/1Gh,300/2Gh,300/1Chh,300/1J,300/2J,300/2Kh,300/2G,300/2Chh,301/1,301/2,301/3,301/4,302/1,302/2,303/1K,303/1Kh,303/2K,303/2Kh,303/3K,303/3Kh,303/4,304,305/1,305/2,305/3,305/4,305/5,306,307,308,309,310/1,310/2,310/3,310/4,310/5,311/1,311/2,312,313/1,313/2,313/3,313/4,313/5,313/6,313/7,313/8,313/9,314,315/1,315/2,315/3,315/4,315/5,315/6,316/1,316/2,316/3,316/4,316/5,316/6,316/7,316/8,316/9,316/10,316/11,316/12,317/1,317/2,317/3,317/4,317/5,317/6,317/7,317/8,317/9,317/10,317/11,317/12,317/13,318/1,318/2,319/1,319/2,319/3,320/2,319/4,320/3,319/5,320/4,319/6,320/5,319/7,320/6,319/8,320/7,319/9,320/8,319/10,319/11,320/1,321/1,321/2,321/3,321/4,321/5,322,323,324/1,325/1,324/2,325/2,324/3,325/3,324/4,325/4,326,327/1,327/2,327/3,327/4,327/5,327/6,328,329,330,331,332/1,332/2,332/3,339,340¼Part½,656,657,658,659,660/1,660/2,660/3,660/4,660/5,660/6,660/7,660/8,660/9,660/10,660/11,660/12,660/13,660/14,660/15,660/16,660/17,660/18,660/19,660/20,660/21,660/22,660/23,660/24,660/25,660/26,660/27,660/28,660/29,660/30,660/31,660/32,660/33,660/34

(2). Khasra numbers acquired in village Pondi (Part)

1/1(Part),67/1(Part),68/1,68/2,68/5,68/6,68/7,68/8(Part),71/2,71/3,71/4,71/5,71/6,71
/9,71/10(Part),72,73/1,73/2,73/4,73/5(Part),74/1,74/2,74/3,74/4,74/5,74/6,74/7,75/1
91/1,75/2,91/2,75/3,91/3,76/1,76/2,76/3, 76/4, 77/1, 77/2, 77/3, 78, 79/1, 79/2, 80,
81/1,81/2,81/3,81/4,81/5,82/1,82/2,83/1,83/2,83/3,83/4,83/5,84/1,84/2,85/1,85/2,,85/
3,86/1,86/2,87/1,89/1,87/2,89/2,87/3,89/3,89/4,88,90/1,90/2,90/3,90/4,90/5,90/6,90/
7,90/8,90/9,92/1,92/2,92/3,92/4,93/1,93/2,93/3,93/6,93/7,93/8,93/9,93/10,93/11,93/1
2,93/13,93/14,93/15,(Part),94/1(Part),98/1,98/3,98/4,98/5,98/6(Part),100/1,100/2,10
0/3,100/4(Part),101,102/1,102/2,102/3,102/4,102/5,102/6,103/1,103/2,103/3,103/4,1
03/5,104/1,104/2,104/3,104/4,104/5,104/6,104/7,104/8,104/9,104/10,105/1,105/2,10
5/3,105/4,105/5,105/6,106/1,106/2,106/3,106/4,107/1,107/2,108,109,110/1,110/2,11
0/3,110/4,110/5,110/6,110/7,110/8,110/9,110/10,110/12,110/13,110/14,110/15,110/
16(Part),111/1(Part),113/1,113/5(Part),121/1,121/2,121/3,121/4,121/8,121/9
(Part),122/1(Part),123/1(Part),124/1,124/2,125,126/1,126/2,126/3,126/4,126/5,126/6
,127/1,127/2,128/2(Part),130/1,130/2,130/5,130/6(Part),131/1,131/2,131/3(Part),132
/1,132/2,133,134/1,134/2,134/3,135,136/1,136/2,137/1,137/2,137/3,137/4,137/5,137
/6,137/7,137/8,138,139/1,140/1,139/2,140/2,139/3,139/4,139/5,139/6,139/7,139/8,1
39/9,139/10,139/11,139/12,139/13,139/14,139/15,139/16,139/17,140/3,139/18,140/
4,139/19,140/5,139/20,140/6,141,142/1,142/2,142/3,142/4,142/5,142/6,142/7,143/1,
143/2,143/3,144/1,144/2,144/3,144/4,144/5,145/1,145/2,145/3,145/4,145/5,145/6,14
6/1,146/2,146/3,,146/4,146/5,146/6,146/7,146/8,146/9,146/10,146/11,146/12,147/1,1
47/2,147/3,147/4,147/5,148/1,148/2,148/3,148/4,148/5,148/6,148/7,148/8,148/9,148
/10,148/11,148/12,149,150,151,152/1,152/2,152/3,152/4,152/5,152/6,152/7,152/8,15
2/9,152/10,152/11,152/12,152/13,152/14,152/15,152/16,152/17,152/18,152/19,152/
20,152/21,152/22,152/23,152/24,152/25,152/26,152/27,152/28,152/29,152/30,152/3
1,152/32,152/33,152/34,152/35,152/36,152/37,152/38,152/39,152/40,152/41,152/42,
152/43,152/44,152/45,152/46,152/47,152/48,152/49,152/50,152/51,152/52,152/53,1
52/54,152/55,152/56,152/57,152/58,152/59,152/60,152/61,152/62,152/63,152/64,15
2/65,152/66,152/67,152/68,152/69,152/70,152/71,152/72,152/73,152/74,152/75,152
/76,152/77,512/78,152/79,152/80,152/81,152/82,152/83,152/84,152/85,152/86,152/
87,152/88,152/89,152/90,152/91,152/92,152/93,152/94,152/95,152/96,152/97,152/9
8,152/99,152/100,152/101,152/102,152/103,152/104,152/105,152/106,152/107,152/
108,152/109,152/110,152/111,152/112,152/113,152/114,152/115,152/116,152/117,1
52/118,152/119,152/120,152/121,152/122,152/123,152/124,152/125,152/126,152/12
7,152/128,152/129,152/130,152/131,152/132,152/133,152/134,152/135,152/136,152
/137,153/1,153/2,153/3,153/4,153/5,154/1,154/2,154/3,154/4,154/5,154/6,154/7,155
/1,155/2,156/1,156/2,156/3,156/4,156/5,156/6,156/7,156/8,157,158/1,158/2K,158/2k
h,158/3,158/4,158/5,158/6,158/7,158/8,158/9,158/10,158/11,158/12,158/13,158/14,1
58/15,158/16,158/17,158/18,158/19,158/20,158/21,158/22,158/23,159/1,159/2,159/
3,160/1,160/2,160/3,160/4,160/5,160/6,160/7,160/8,160/9,160/10,160/11,160/12,16
0/13,160/14,160/15,160/16,160/17,160/18,160/19,160/20,160/21,160/22,160/23,160
/24,161/1,172/1,161/2,172/2,161/3,172/3,161/4,172/4,161/5,161/6,161/7,161/8,161/
9,161/10,161/11,161/12,161/13,161/14,161/15,161/16,172/5,161/17,172/6,161/18,17

2/7,161/19,172/8,161/20,172/9,161/21,172/10,161/22,172/11,161/23,172/12,161/24,172/13,161/25,172/14,161/26,172/15,161/27,172/16,161/28,172/17,161/29,172/18,161/30,172/19,161/31,172/20,161/32,172/21,161/33,161/34,161/35,161/36,172/22,161/37,172/23,161/38,172/24,161/39,172/25,161/40,172/26,161/41,172/27,161/42,172/28,162/1,162/2,162/3,162/4,162/5,162/6,163/1K,163/1Kh,163/1G,163/1Gh,163/1,Anga,163/2,163/3,163/4,163/5,163/6,163/7,163/8,163/9,163/10,163/11,163/12,164/1,164/2,165,166/1,166/2,166/3,166/4,166/5,166/6,166/7,167,168/1,168/2,168/3,168/4,168/5,169,170/1,170/2,170/3,170/4,170/5,170/6,170/7,171,173/1,173/2,173/3,173/4,174/1,174/2,174/3,174/4,174/5,175/1,175/2,175/3,175/4,175/5,175/6,175/7,175/8,175/9,175/10,175/11,175/12,175/13,175/14,175/15,175/16,175/17,175/18,175/19,175/20,175/21,175/22,175/23,175/24,175/25,175/26,175/27,175/28,175/29,175/30,175/31,176/1,176/2,176/3,176/4,176/5,176/6,176/7,176/8,176/9,176/10,176/11,176/12,176/13,176/14,176/15,176/16,176/17,177,178,179,180,181,182,183/1,183/2,183/3,183/4,183/5,183/6,183/7,183/8,183/9,183/10,184,185,186/1,186/2,186/3,186/4,186/5,186/6,186/7,187/1,187/2,187/3,187/4,187/5,187/6,187/7,187/8,187/9,187/10,187/11,187/12,187/13,187/14,187/15,187/16,188,189/1,189/2,189/3,189/4,189/5,190/1,190/2,190/3,190/4,190/5,190/6,190/7,190/8,191/1,191/2,191/3,192/1,192/2,192/3,192/4,192/5,193/1,193/2,193/3,193/4,193/5,193/6,193/7,193/8,193/9,193/10,193/11,193/12,193/13,193/14,193/15,193/16,193/17,193/18,193/19,193/20,193/21,193/22,193/23,193/24,193/25,193/26,193/27,193/28,193/29,193/30,193/31,193/32,193/33,194/1,194/2,194/3,194/4,194/5,194/6,194/7,194/8,194/9,194/10,194/11,194/12,194/13,194/14,194/15,194/16,194/17,194/18,194/19,194/20,194/21,195/1,195/2,95/3,195/4,195/5,195/6,195/7,195/8,195/9,195/10,196/1,196/2,196/3,196/4,197/1,197/2,197/3,197/4,197/5,198/1,198/2,198/3,198/4,198/5,198/6,198/7,198/8,198/9,198/10,198/11,198/12,199/1,199/2,199/3,200,201/1,201/2,201/3,201/4,201/5,202/1,202/2,202/3,202/4,202/5,202/6,202/7,202/8,202/9,202/10,202/11,202/12,202/13,202/14,202/15,202/16,202/17,202/18,203/1,203/2,203/3,203/4,203/5,203/6,203/7,203/8,203/9,203/10,204,205,206,207/1,207/2,207/3,207/4,207/5,207/6,208/1,208/2,208/3,208/4,208/5,208/6,209/1,209/2,209/3,209/4,209/5,209/6,209/7,209/8,209/9,209/10,209/11,209/12,209/13,210/1,210/2,210/3,210/4,210/5,211/1,211/2,211/3,212/1,212/2,212/3,212/4,212/5,212/6,212/7,212/8,212/9,212/10,212/11,212/12,213/1,213/2,213/3,213/4,213/5,213/6,213/7,213/8,213/9,214,215,216,217/1,217/2,217/3,217/4,217/5,217/6,217/7,217/8,217/9,217/10,217/11,217/12,217/13,218,219/1,219/2,219/3,219/4,219/5,219/6,219/7,219/8,219/9,219/10,219/11,219/12,219/13,219/14,219/15,219/16,219/17,219/18,219/19,219/20,219/21,219/22,219/23,219/24,219/25,219/26,220/1,220/2,220/3,220/4,220/5,220/6,220/7,220/8,221/1,221/2,221/3,221/4,222/1,222/2,222/3,222/4,222/5,223,224,225,226,227/1,227/2,227/3,227/4,227/5,227/6,227/7,228,229,230,231/1,231/2,232,233/1,233/2,233/3,234/1,234/2,235/1,235/2,235/3,236/1,236/2,236/3,236/4,236/5,236/6,236/7,236/8,236/9,236/10,236/11,236/12,237/1,237/2,238,239,240/1,240/2,241/1,241/2,241/3,242/1,242/2,242/3,242/4,242/5,242/6,242/7,242/8,242/9,242/10,242/11,242/12,242/13,242/14,242/15,243/1,243/2,243/3,243/4,243/5,243/6,243/7,244/1,244/2,244/3,245,246,247/1,247/2,247/3,247/4,247/5,247/6,247/7,248,249/1,249/2,249/3,249/4,249/5,249/6,249/7,249/8,249/9,249/10,249/11,249/12,249/13,249/14,249/15,249/16,249/17,249/18,249/19,249/20,249/21,249/22,249/23,249/24,249/25,249/26,249/27,249

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2/20,442/21,(Part),443/1,443/2,444,445,446/1,446/2,447/1,447/2,448,449/1,449/2,449/3,449/4,450/1,450/2,451/1,451/2,452,453/1,453/2,453/3,453/4,453/5,453/6,454/1,454/2,455,456,457/1,457/2,458/1,458/2,458/3,459/1,459/2,460,461/1,461/2,461/3,461/4,461/5,462/1,462/2,463/1,528/1,463/2,528/2,463/3,528/8,463/4,528/7,463/5,528/3,463/6,528/4,463/7,528/5,463/8,528/6,463/9,528/9,463/10,528/10,463/11,528/11,463/12,528/12,464,465,466,467/1,467/2,468/1,468/2,469/1,469/2,469/3,469/4,469/5,469/6,469/7,469/8,470/1,470/2,470/3,471,472/1,472/2,472/3,472/4,472/5,472/6,472/7,472/8,472/9,472/10,472/11,472/12,472/13,472/14,472/15,472/16,472/17,472/18,472/19,472/20,472/21,472/22,472/23,472/24,472/25,472/26,472/27,472/28,472/29,472/30,472/31,472/32,473,474,475,476,477,478,479,480,481/1,481/2,481/3,481/4,481/5,481/6,482,483,484/1,484/2,484/3,484/4,484/5,484/6,484/7,484/8,484/9,484/10,484/11,484/12,484/13,484/14,484/15,484/16,484/17,484/18,484/19,484/20,484/21,484/22,484/23,484/24,484/25,485,486,487/1,487/2,488,489,490/1,490/2,491,492/1,492/2,492/3,493,494,495,496,497,498,499,500/1,500/2,500/3,500/4,500/5,500/6,500/7,500/8,500/9,500/10,500/11,501/1,501/2,501/3,501/4,501/5,501/6,501/7,501/8,501/9,501/10,502/1,502/2,502/3,502/4,502/5,502/6,502/7,502/8,502/9,503/1,503/2,503/3,503/4,503/5,503/6,503/7,503/8,503/9,503/10,503/11,503/12,503/13,503/14,503/15,503/16,503/17,503/18,503/19,503/20,503/21,503/22,503/23,503/24,503/25,503/26,503/27,503/28,503/29,503/30,503/31,503/32,503/33,503/34,503/35,503/36,503/37,504,505,506/1,506/2,506/3,507/1,507/2,507/3,507/4,507/5,507/6,507/7,507/8,507/9,507/10,507/11,507/12,508,509/1,509/2,509/3,509/4,509/5,509/6,509/7,509/8,509/9,509/10,509/11,509/12,509/13,509/14,509/15,509/16,509/17,509/18,509/19,509/20,509/21,510,511,512/1,512/2,513,514,515/1,515/2,515/3,515/4,516,517,518/1,518/2K/1,518/2K/2,518/2Kh/1,518/2Kh/2,518/2Kh/3,518/2Kh/4,518/2Kh/5,519/1K,519/1Kh/1,519/1Kh/2,519/1Kh/3,519/1Kh/4,519/1G,519/1Gh/1,519/1Gh/2,519/2K,519/2Kh,519/3K/1,519/3K/2,520/1K,520/1Kh,520/1G,520/1Gh,520/1Angaa,520/1Ch,520/1Chh,520/1J,520/Jh,520/1Enya,520/1T,520/1Th,520/2,521,522/1,522/2,522/3,523/2,522/4,522/5,523/3,523/1,523/4,523/5,524/1,524/2,524/3,524/4,524/5,524/6,524/7,524/8,524/9,524/10,524/11,524/12,524/13,524/14,524/15,524/16,524/17,525,526,527/1,527/2,529,530,531,532/1,532/2,532/3,532/4,532/5,532/6,532/7,532/8,533/1K,533/1Kh,533/1G,533/1Gh,533/1Anga,533/1Ch,533/Chh,533/2,534/1,534/2,534/3,534/4,535,536/1,536/2,536/3,536/4,5365536/6,536/7,536/8,536/9,536/10,536/11,536/12,536/13,536/14,536/15,536/16,536/17,537,538/1,538/2,539,540/1,540/2,

(3). Khasra numbers acquired in village Ralia (Part)

1,2,3,4,5,7/1,7/2,7/3,7/4,7/5,7/6,8/1,8/2,8/3,8/4,8/5,8/6,8/7,8/8,8/9,8/10,8/11,8/12,8/13,8/14,8/15,9/1,9/2,9/3,9/4,9/5,9/6,9/7,9/8,9/9,9/10,9/11,9/12,9/13,10/1,11/1,10/2,10/3,11/2,10/4,11/3,10/5,11/4,10/6,11/5,10/7,11/6,10/8,11/7,10/9,11/8,10/10,11/9,12/1,12/2,12/3,12/4,12/5,12/6,12/7,12/8,12/9,12/10,12/11,12/12,12/13,12/14,12/15,12/16,12/17,12/18,12/19,13/1,13/2,21/1,21/2,21/3,21/4,21/5,21/6,21/7,21/8,21/9,21/10,21/11,21/12,21/13,21/14,21/15,21/16,21/17,21/18,22,23,24,26/1,26/2,26/3,27,28/1,28/2,28/3,28/4,28/5,28/6,28/7,28/8,28/9,28/10,28/11,28/12,28/13,28/14,28/15,28/16,28/17,28/18,28/19,29/1,29/2,29/3,29/4,29/5,29/6,29/7,29/8,29/9,29/10,29/11,2

9/12,29/13,29/14,29/15,29/16,29/17,29/18,29/19,30/1,30/2,30/3,30/4,30/5,30/6,30/7,30/8,30/9,30/10,30/11,30/12,30/13,30/14,30/15,30/16,30/17,30/18,30/19,30/20,30/21,30/22,30/23,30/24,30/25,30/26,30/27,31,38/1,(Part),198(Part),199/1,199/2,199/3,200,201,202,203,204,205/1,205/2,206/1,206/2,206/3,206/4,206/5,206/6,206/7,207/1,207/2,208/1,208/2,209-210(Part),222,223,

(4). Khasra numbers acquired in village Bahanpat(Part)

1/1,1/2,2,3,4/1,4/2,4/3,4/4,4/5,5/1K,5/1Kh,5/2,5/3,6/1,6/2,6/3,6/4,6/5,7/1,7/2,8,9,10/1,10/2,11/1,11/2,12/1,12/2,14/1,14/2,12/3,12/4,12/5,12/6,14/3,12/7,14/4,12/8,14/5,12/9,14/6,12/10,14/7,13/1,13/2,15/1,15/2,16/1,16/2,16/3,16/4,16/5,16/6,16/7,16/8,17,18,19,20/1,20/2,21,22,23/1,23/2,24/1,24/2,24/3,25/1,25/2,25/3,25/4,25/5,25/6,25/7,25/8,25/9,25/10,25/11,25/12,25/13,25/14,25/15,25/16,25/17,25/18,25/19,25/20,25/21,25/22,25/23,25/24,25/25,25/26,25/27,25/28,25/29,25/30,25/31,25/32,25/33,25/34,25/35,25/36,25/37,25/38,25/39,25/40,25/41,25/42,25/43,25/44,25/45,25/46,25/47,25/48,25/49,25/50,25/51,25/52,25/53,25/54,25/55,25/56,25/57,25/58,25/59,25/60,25/61,25/62,25/63,25/64,25/65,25/66,26/67,25/68,25/69,25/70,26,27/1,27/2,27/3,27/4,27/5,28/1,28/2,28/3,28/4,29/1,29/2,29/3,30,31/1,31/2,32/1,32/2,32/3,33/1,33/2,33/3,33/4,33/5,33/6,33/7,33/8,33/9,33/10,33/11,33/12,33/13,33/14,33/15,33/16,33/17,33/18,33/19,34,35/1,35/2,35/3,36/1,36/2,36/3,37,38/1,38/2,38/3,38/4,38/5,38/6,38/7,38/8,38/9,38/10,38/11,38/12,39,40/1,40/2,41,42,43,44,45,46,47/1,47/2,47/4,48/3,47/5,47/6,47/7,47/8,47/9,47/10,47/11,47/12,47/13,47/14,48/1,48/2,48/4,48/5,48/6,49/1,49/2,49/3,49/4,50/1,50/2,51,52/1,52/2,52/3,52/4,52/5,53,54,55/1,55/2,56/1,56/2,57,58,59,60,61/1,61/2,62,63/1,63/2,64/1,64/2,64/3,65,66,67/1,67/2,67/3,67/4,67/5,67/6,67/7,67/8,67/9,67/10,67/11,67/12,67/13,67/14,67/15,67/16,67/17,67/18,67/19,67/20,67/21,68,69,70,71,72,73,74/1,74/2,74/3,74/4,74/5,74/6,74/7,75/1,75/2,75/3,75/4,75/5,76/1,76/2,85,86,87/1,87/2,88/1,88/2,88/3,88/4,89/1,89/2,90/1,90/2,91/1,91/2,92/1,93/2,92/2K,92/2Kh,92/2G,92/2Gh,92/2Anga92/2Ch,92/3,93/3,94/2,92/4,93/4,94/7,92/5,93/5,94/8,92/6,93/6,92/7,93/1,93/7,94/1,94/3,94/4,94/5,94/6,95,96,97/1,97/2,97/3,97/4,98/1,98/2,98/3,98/4,98/5,98/6,99/1,99/2,99/3,99/4,99/5,99/6,100/1,100/2,101/1,101/2,101/3,101/4,101/5,102,103/1,103/2,103/3,103/4,103/5,103/6,104,105/1,105/2,105/3,105/4,105/5,105/6,105/7,106,107,108/1,108/2,109,110,111,112,113,114/1,114/2,114/3,114/4,114/5,115/1,115/2,115/3,115/4,115/5,116/1,116/2,116/3,117/1,117/2,118/1,118/2,119/1,119/2,119/3,119/4,120,121,122/1,122/2,122/3,122/4,122/5,123,124,125,126,127,128,129,130/1,130/2,130/3,130/4,130/5,130/6,130/7,130/8,131,132,133,134,135,136/1,136/2,137,138/1,138/2,139,140,141,142/1,142/2,143,144,145/1,145/2,145/3,146/1,146/2,146/3,146/4,147/1,147/2,148/1,148/2,149,150,151/1,151/2,152/1,152/2,152/3,153,154/1,154/2,155,156/1,156/2,156/3,156/4,156/5,157/1,157/2,157/3,157/4,157/5,157/6,157/7,157/8,157/9,157/10,157/11,157/12,157/13,157/14,157/15,157/16,157/17,157/18,157/19,157/20,157/21,157/22,157/23,157/24,157/25,157/26,157/27,157/28,158/1,158/2,158/3,158/4,158/5,158/6,158/7,158/8,158/9,158/10,159/1,159/2,159/3,160/1,160/2,160/3,160/4,160/5,161/1,161/2,162,163/1,163/2,163/3,163/4,163/5,163/6,163/7,163/8,163/9,163/10,163/11,164,165/1,165/2,165/3,165/4,165/5,165/6,165/7,165/8,165/9,165/10,166,167,168

/1,168/2,168/3,168/4,169,170,171/1,171/2,171/3,172,173/1,173/2,174/1,174/2,174/
3,175/1,175/2,175/3,175/4,175/5,176/1,176/2,176/3,177,178/1,178/2,179,180,181,
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305,306,307,308/1,308/2,309,310/1,310/2,310/3,312/1,312/2,312/3,312/4,312/5,31
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23/1,323/2,324,325/1,325/2,325/3,326/1,326/2,327/1,327/2,327/3,327/4,327/5,327/
6,327/7,327/8,327/9,327/10,327/11,327/12,328,329/1,329/2,329/3,330,331/1,331/2
,332,333/1,333/2,334,335,336/1,336/2,336/3,336/4,336/5,336/6,336/7,336/8,336/9,
336/10

(5). Khasra numbers acquired in village Bhathora (Part)

2(Part), 3(Part),4/1,4/2,5/1,5/2,5/3,5/4,5/5,5/6,5/7 ,5/8,5/9,6/1,6/2, 6/3,6/4, 6/5, 6/6,
6/7,7, 8/1,8/2, 9(Part), 10, 11(Part), 22(Part), 23(Part),24(Part),26(Part), 27(Part),
28,29(Part),33(Part),34(Part),35,36/1,36/2,36/3,37,38/1,38/2,38/3,38/4,38/5,38/6,3
8/7,39/1,42/1,39/2,42/2,39/3,42/3,39/4, 42/4,39/5,42/5, 39/6, 42/6, 39/7, 42/7,39/8,
42/8,40(Part),41/1,41/2,43,44,45/1,45/2,45/3,45/4,46/1,46/2,47/1,47/2,48,49/1,49/2
,50/1,50/2,50/3,50/4,51/1,51/2,51/3,52/1,52/2,52/3,52/4,52/5,52/6,52/7,53,54/1,54/
2,54/3,54/4,55/1,55/2,55/3,55/4,56/1,56/2,56/3,56/4,56/5,56/6,56/7,57/1,57/2,57/3,
57/4,58,59,60/1,61/1,60/2,61/2,60/3,61/3,60/4,61/4,60/5,61/5,60/6,61/6,60/7,60/8,6
0/9,61/7,60/10,61/8,60/11,61/9,60/12,61/10,60/13,61/11,60/14,61/12,60/15,61/13,6
0/16,61/14,60/17,61/15,60/18,62/1,62/2,63,64,65,66,67,68,69,70,71,72,73,74,75,7
6,77,78,79,80,81/1,81/2,81/3,81/4,82,83,84/1,84/2,84/3,84/4,84/5,84/6,84/7,84/8,8
4/9,84/10,84/11,85/1,85/2,86/1,86/2,86/3,86/4,87,88,89/1,90/1,92/1,89/2,90/2,92/2,
89/3,90/3,92/3,91/1,91/2,91/3,93,94,95,96,97,98,99/1,99/2,100/1,100/2,100/3,100/
4,101,102/1,102/2,103,104,105,106,107,108/1,108/2,108/3,108/4,109/1,109/2,110/
1,110/2,110/3,111/1,111/2,112/1,112/2,112/3,112/4,112/5,112/6,112/7,112/8,112/9
,113/1,113/2,114/1,114/2,114/3,114/4,114/5,114/6,115/7,114/7,114/8,114/9,114/10
,114/11,114/12,114/13,115/1,115/2,115/3,115/4,115/5,115/6,115/8,115/9,115/10,1
15/11,115/12,117,118/1,118/2,119/1,118/3,119/3,118/4,119/4,118/5,119/5,119/2,1
20/1,120/2,120/3,120/4,120/5,121/1,121/2,122,123,124,125/1,125/2,126,127/1,127
/2,127/3,127/4,127/5,127/6,127/7,127/8,127/9,128/1,128/2,128/3,128/4,128/5,128/
6,128/7,129,130,131,132,133,134,135/1,135/2,136,137/1,137/2,137/3,137/4,137/5,
137/6,137/7,138/1,138/2,139,140,141/1,141/2,142/1,142/2,143/1,143/2,143/3,144,
145/1,145/2,146,147/1,147/2,147/3.148.149/1,149/2,150/1,150/2.151,152/1,152/2.

Boundary description

A-B-C- D	Line starts from point 'A' on the common boundary of villages Amgaon and Bareli and passes along the common boundary of villages Amgaon Bareli,Pondi-Bareli and meets at point "D"
D-E	Line passes in village Pondi through Khasra numbers 1,130,131,128, 122,123,122,121,111,110,113,100,98,93,94, 93, 71,73, 68, 67, 389, 392, 394, 409, 407, 408.404.402,401,437, 436,437.433.432.442,and meets at point "F".
E-F-F I	Line passes along the common boundary of villages Bahanpat-Kosmonda and Bhathora -Kosmonda and meets at point "FI"
FI-G	Line passes in village Bhathora through khasra number 2, 3, 11, 9,34,33,29,27,26,24,23,40,22, and meet at point "G".
G-H	Line passes through village Bhathora along the Eastern boundary of khasra numbers 22,41,114,115,116,135,and meets at point "H"
H-1	Line passes through village Bhathora along the Southern boundary of khasra number135, 136,138,152,150,149,148, 147,111,110,108 and meets at point "I
I-J	Line passes through village Bahanpat southern boundary of Khasra numbers 327, 328, 329,335,336,312,310,309,304,279, 278, 87, 86, 85, 76, 75 and meets at point "J".

J-K-L-M	Line passes partly along the common boundary of villages Pondi-Bahanpat ,Pondi-Bhilaikala,Ralia – Bhilaikala and meets at point "M".
M-N-O	Line passes in village Ralia along the Eastern boundary of khasra numbers 210,208,222, southern boundary of khasra numbers 222, 198, through khasra numbers198, southern Eastern boundary of Khasra number 198, Northern boundary of khasra numbers 199,201,202,203,204.western boundary of khasra numbers 205. then through plot number 38/1 and meets at point "O".
O-P-Q-R	Line passes through village Ralia along the Eastern boundary of Khasra numbers 31,30,28 southern boundary of khasra numbers 28, 27, 26, 24, 21, 11, 10,13,12,8,7 then partly along the common boundary of village Ralia-Amgaon and meets at point "R".
R-S-T-A	Line passes through village Amgaon along the Western boundary of Khasra number 656,327,330,332,271,339,through khasra number 340,then along the Western Boundary of khasra numbers 146, 147, 148, 150, 193,187,180, 181, 182,183 then Northern boundary of Khasra numbers 183, 184, 183, 186, 187, 188, 210 then Western boundary of khasra number 211 and meets at the starting point "A".

[No. 43015/18/2000-P.R.I.W.]
B. K. PANDA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 नवम्बर, 2004

का. आ. 2978.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अत: अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुन्द्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन विस्तार परियोजना, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, 16, कृष्णा विहार, नारायण निवास के पास, गोपालपुरा बाईपास रोड, जयपुर - 302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	आमलीया	3	0	15	39
		6(स.रास्ता)	0	04	94
		91	0	04	50
		90	0	29	19
		9	0	12	34
		8	0	06	01
		10	0	00	20
		16	0	06	55
		11	0	10	39
		22	0	06	54
		23	0	06	76
		24	0	12	75
		25	0	11	15
		26	0	13	54
		27	0	24	77
		33	0	46	09
		34	0	08	69
		35	0	19	51
		36	0	14	66
		36/461	0	04	97
		37	0	09	83
		39	0	45	29
		40	0	05	09
2.	नाना	916(स.नदी)	0	25	55
		917(पी.डब्ल्यू.डी.सड़क)	0	07	25
		918(स.भूमि)	0	72	75
		918/4250	0	62	92
		920(स.भूमि)	0	17	36
		925(स.वाला)	0	01	14
		922	0	97	42
		921(स.मगरी)	0	17	21
		1167(स.मगरा)	0	00	20

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
2.	नाना (जारी...)	1166	0	17	33
		1161	0	26	25
		1160(स.नाला)	0	04	24
		1154	0	14	51
		1155(स.आबादी)	0	00	44
		1153	0	13	56
		1150	0	29	52
		1147(स.भूमि)	0	20	47
		1145	0	26	94
		1142(स.नाला)	0	02	24
		1139	0	20	42
		1140(स.रास्ता)	0	03	50
		2096	0	20	56
		2098	0	00	20
		2099	0	03	51
		2103	0	17	88
		2102	0	00	20
		2115(स.नाला)	0	01	50
		2186	0	05	48
		2185(स.भूमि)	0	01	41
		2184(स.भूमि)	0	05	55
		2183(स.भूमि)	0	17	43
		2182(स.भूमि)	0	01	93
		2181(स.रास्ता)	0	10	36
		2154	0	00	20
		2193(स.मगरा)	0	00	20
		2196(स.मगरा)	0	00	20
		2166	0	06	21
		2165	0	00	20
		2167	0	06	81
		2168	0	05	68
		2169	0	05	76
		2170	0	01	02
		2197(स.मगरा)	0	00	20

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
2.	नाना (जारी...)	2198	0	00	56
		2199(स.मगरा)	0	01	49
		2200	0	02	67
		2201(स.मगरा)	0	05	81
		2204/4161(स.भूमि)	0	00	20
		2202(स.भूमि)	0	12	43
		2203	0	09	59
		2418(पी.डब्ल्यू.डी.सड़क)	0	04	39
		2424(स.मगरी) 2424/2	0	07	20
		2420(स.मगरा) 2420/2 2420/3	0	14	52
		2420मिन	0	16	56
		2419 (स.रास्ता)	0	12	43
		2417(स.मगरी)	0	13	92
		2416(स.रास्ता)	0	02	52
		2415(वनविभाग)	0	80	56
		2477(वनविभाग)	0	81	86
3.	कागदड़ा	362(स.माइंस)	0	00	20
		360	0	47	33
		359	0	02	15
		354(स.वाला)	0	07	04
		353	0	21	68
		349	0	40	92
		350	0	00	20
		343	0	05	41
		342	0	10	16
		339	0	04	40
		19(स.रास्ता)	0	02	91
		18	0	05	70
		12(स.भूमि)	0	02	32
		13	0	12	38
		8	0	10	68

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
3.	कागदड़ा (जारी...)	7	0	06	47
		5	0	08	49
		4(स.भूमि)	0	07	82
		20(स.नदी)	0	26	96
		72	0	09	69
		71	0	09	41
		76	0	00	30
		77	0	00	20
		79	0	00	20
		68	0	28	13
		64(स.भूमि)	0	10	09
		66	0	02	14
		67	0	00	60
		63	0	02	60
		65	0	03	46
		58	0	06	62
		85	0	00	50
		60	0	01	65
		57	0	10	38
		54(स.रास्ता)	0	02	93
		33	0	04	92
		32	0	02	32
		31	0	10	69
		29	0	11	55
		25	0	07	49
		24	0	25	07
		41(स.रास्ता)	0	02	12
4.	भन्दर	3459(स.भाखर)	0	01	95
		3461(स.भूमि)	0	23	24
		3462(स.वाला)	0	01	65
		3463(स.भूमि)	0	32	06
		3473(स.भूमि)	0	07	66
		3472 (स.रास्ता)	0	00	74
		3471(स.भूमि)	0	14	33

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
4.	भन्दर (जारी,..)	3470/4794(स.भूमि)	0	30	47
		3512(स.रास्ता)	0	07	38
		4038	0	06	18
		3439	0	04	97
		4035(स.भाखर)	0	08	16
		4003(स.नाला)	0	01	41
		4001	0	10	26
		4000	0	00	20
		4002(स.रास्ता)	0	23	36
		3988	0	07	09
		3987	0	00	26
		3990	0	11	40
		3986(स.भूमि)	0	03	07
		3983	0	13	94
		3984	0	01	33
		3982	0	06	03
		3980	0	03	80
		3981	0	05	73
		3977	0	03	70
		3976	0	07	11
		3973	0	22	33
		3961	0	05	36
		3960	0	12	19
		3960/4756	0	06	84
		3932	0	01	86
		3910	0	00	66
		3911	0	25	43
		3907	0	26	81
		3898	0	14	31
		3899	0	06	52
		3895	0	13	95
		3894	0	02	37
		3891	0	05	64
		3892	0	15	37

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
4.	भन्दर (जारी...)	3890	0	06	54
		3889	0	09	49
		3855(स.रास्ता)	0	02	80
		3854	0	19	62
		3912	0	01	50
		3913	0	00	58
		3914	0	00	20
		3853	0	05	45
		3840(स.नाला)	0	12	53
		4268	0	05	71
		4270(स.रास्ता)	0	01	61
		4271(स.भूमि)	0	22	75
		4272	0	19	04
		3834	0	09	24
		3829(स.नाला)	0	12	42
		3819	0	21	00
		3816	0	00	51
		3817	0	11	71
		3818	0	12	99
		3801(स.रास्ता)	0	03	36
		3796	0	22	40
		3794	0	06	71
5.	सेन्दला	669	0	04	50
		666	0	11	98
		667(स.आबादी)	0	00	37
		665	0	07	74
		662	0	00	42
		661	0	01	40
		660	0	07	88
		659	0	04	57
		658	0	26	98
		657(स.भूमि)	0	49	08
		673(स.रास्ता)	0	19	29
		695(स.भूमि)	0	01	95

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
5.	सेन्दला (जारी...)	693	0	20	18
		686	0	21	94
		684	0	04	08
		683	0	00	63
		582(स.नदी)	0	19	42
		580	0	02	05
		579	0	03	36
		578	0	00	20
		555	0	12	41
		556	0	05	88
		557	0	06	27
		558	0	06	30
		559	0	13	16
		562	0	08	93
		560	0	06	50
		561	0	00	90
		304(स.रास्ता)	0	03	08
		471	0	13	26
		472	0	07	40
		469	0	05	85
		473	0	05	92
		468	0	13	61
		467	0	11	59
		464	0	07	66
		459	0	05	97
		458	0	02	05
		454	0	08	42
		455	0	05	68
		438	0	03	68
		445(स.भूमि)	0	13	02
		439	0	03	23
		444	0	03	48
		401(स.भूमि)	0	92	40
		491	0	01	12

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
6.	बेडा	2174(स.पहाड़)	1	14	52
		2177	0	18	21
		2178(स.भूमि)	0	12	41
		2176	0	00	36
		2285(स.मगरा)	0	80	51
		2300(स.भाखर)	0	16	10
		2299	0	16	46
		2298	0	12	75
		2320	0	09	69
		2322	0	13	75
		2279(स.रास्ता)	0	01	98
		2336	0	18	82
		2340	0	03	04
		2341	0	06	07
		2343	0	00	20
		2344	0	00	20
		2346(स.नाला)	0	01	87
		2347	0	04	01
		2350	0	05	08
		2351	0	04	57
		2354	0	04	19
		2357	0	01	55
		2356	0	02	98
		2358	0	01	97
		2359	0	01	77
		2363	0	02	88
		2364	0	01	26
		2365	0	00	20
		2368	0	03	01
		2367	0	08	63
		2394(स.नाला)	0	01	72
		2398	0	03	38
		2397	0	05	23
		2405	0	10	53

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
म सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
6.	बेडा (जारी...)	2406(स.सड़क)	0	07	02
		2420	0	05	93
		2421	0	05	84
		2422	0	04	79
		2423	0	04	19
		2426	0	04	09
		2484/4971	0	15	81
		2433	0	00	38
		2434(स.भूमि)	0	00	87
		2435	0	00	20
		2484(स.नाला)	0	14	32
		2630	0	01	65
		2613	0	12	38
		2614	0	12	14
		2616	0	08	72
		2624	0	14	27
		2620	0	14	12
		2590(स.रास्ता)	0	01	66
		2801	0	11	10
		2802	0	03	62
		2803	0	09	73
		2777/1 (स.भूमि) 2777	0	14	80
		2777/4	0	06	48
		2834	0	10	76
		2835	0	01	24
		2838 (स.रास्ता)	0	02	03
		2864	0	13	37
		2865	0	00	20
		2860	0	00	20
		2863	0	13	05
		2861	0	05	17
		2862	0	12	55
		2934(स.रास्ता)	0	02	09

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
6.	बेडा (जारी...)	3015	0	18	75
		3016	0	09	56
		3010	0	06	52
		3021	0	15	60
		3022	0	06	93
		3001	0	00	20
		3000	0	01	18
		3023	0	06	15
		2999	0	01	83
		2998	0	13	51
		2997	0	14	27
		3033	0	13	78
		3034(स.नाला)	0	05	51
		3205(स.भूमि)	0	02	26
		3204(स.भूमि)	0	00	70
		3203(स.रास्ता)	0	02	39
		3201	0	24	21
		3202/4966	0	11	22
		3202	0	49	89
		3419	0	17	45
		3418	0	00	23
		3443	0	28	78
		3444	0	03	41
		3442	0	04	47
		3433	0	00	25
		3434	0	08	68
		3441	0	00	64
		3435	0	07	15
		3436	0	04	99
		3438	0	00	20
		3437	0	06	96
		3472(स.रास्ता)	0	02	77
		3521	0	18	13
		3520	0	01	60
		3519	0	19	19

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
म सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
6.	बेडा (जारी...)	3518	0	05	72
		3517	0	10	95
		3510	0	07	07
		3508	0	15	22
		3507	0	15	01
		3501	0	16	76
		3499(स.रास्ता)	0	08	60
		3498/4810	0	05	63
		3861(स.रास्ता)	0	06	18
		3862(स.भूमि)	0	04	41
		3865	0	05	97
		3866	0	17	75
		3871	0	09	00
		3874	0	08	69
		3878	0	09	64
		3883	0	08	11
		3882	0	08	66
		3892	0	15	32
		3893	0	23	11
		3964	0	14	31
		3957	0	14	74
		3956	0	11	62
		3952	0	13	27
		3950	0	08	27
		3949	0	09	54
		3937(स.रास्ता)	0	05	18
		3939	0	32	42
		3931(स.रास्ता)	0	03	57
		3930/4814(स.भूमि)	0	19	48
		3930	0	00	94
		3929	0	19	48
		3940(स.नाला)	0	00	30
7.	भाटुन्द	2486	0	64	01
		2490	0	23	14

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्र सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
7.	भादुन्द (जारी...)	2491	0	40	46
		2337	0	04	62
		2339	0	07	93
		2340	0	09	55
		2341	0	06	17
		2342	0	07	01
		2351	0	11	43
		2354	0	07	47
		2362	0	06	73
		2360	0	01	38
		2361	0	13	97
		2359	0	02	55
		2365	0	06	55
		2369	0	20	82
		2228	0	00	20
		2370	0	04	19
		2227	0	02	99
		2371	0	05	90
		2372	0	03	91
		2373	0	10	23
		2205	0	13	35
		2213	0	01	96
		2206	0	08	21
		2207	0	00	20
		2204	0	07	79
		2203	0	10	51
		2199	0	08	14
		2200	0	11	68
		2201	0	04	37
		2191	0	08	00
		2291(स.रास्ता)	0	07	30
		2190	0	00	75
		2172(स.रास्ता)	0	00	65
		2143	0	44	56
		2156	0	00	20

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
म सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
7.	भाटुन्द (जारी...)	2157	0	11	63
		2158	0	06	47
		2034(स.रास्ता)	0	02	10
		2021	0	25	31
		2020(स.भूमि)	0	10	49
		2022	0	00	20
		2019	0	20	85
		1939	0	03	60
		1793(स.नाला)	0	02	30
		1785(स.भूमि)	0	25	44
		1792	0	01	60
		1787	0	01	50
		1789	0	00	20
		1786(स.नाडी)	0	14	40
		1784(स.नाडी)	0	04	48
		1777	0	28	44
		1732(स.रास्ता)	0	02	16
		1778(स.नदी)	0	26	40
		1389	0	10	48
		1390	0	17	77
		1391	0	05	27
		1396	0	10	56
		1395	0	07	61
		1397(स.रास्ता)	0	01	80
		1398	0	07	88
		1412	0	15	19
		1411	0	09	46
		1409	0	05	41
		1426	0	01	98
		1427	0	08	28
		1429	0	08	92
		1438	0	05	22
		1432	0	05	62
		1433	0	05	08

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
7.	भादुन्द (जारी...)	1370(स.रास्ता)	0	01	41
		1344	0	07	94
		1343	0	00	25
		1345	0	08	03
		1346	0	00	35
		1347	0	01	38
		1351(स.रास्ता)	0	02	29
		1352	0	13	05
		1210(पी.डब्ल्यू.डी.सड़क)	0	03	12
		1150	0	18	02
		1149	0	09	12
		1148	0	12	33
		1147	0	05	22
		1146	0	05	06
		1145	0	04	96
		1144	0	05	82
		1143	0	04	73
		1140	0	24	74
		1139	0	00	20
		1141	0	01	80
		1172	0	13	21
		1171	0	10	49
		1198	0	11	99
		1199	0	05	33
		1194	0	09	34
		1190(स.नाला)	0	08	41
		1191	0	13	14
8.	बीजापुर	203	0	00	20
		201	0	06	14
		200(स.रास्ता)	0	03	42
		178	0	02	31
		196	0	02	62
		180	0	13	51
		181	0	16	52

तहसील : बाली जिला : पाली राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8.	बीजापुर (जारी...)	188	0	13	30
		187	0	08	69
		186	0	15	97
		190	0	00	20
		248	0	18	84
		243	0	18	10
		244	0	00	20
		261(स.रास्ता)	0	05	59
		275	0	10	87
		277(स.भूमि)	0	03	83
		274	0	14	47
		278	0	01	98
		295(स.रास्ता)	0	01	14
		305	0	11	22
		307	0	16	24
		308	0	18	11
		309	0	00	42
		336(स.रास्ता)	0	00	57
		364/2920(स.भूमि) 364/2820	0	24	04
		364	0	31	88
		363	0	06	04
		359	0	15	46
		360	0	00	40
		1026(स.रास्ता)	0	04	87
		1009	0	11	31
		1006	0	28	07
		1003	0	00	51
		1005	0	16	02
		1004	0	19	77
		718(स.नाला)	0	08	82
		715(स.भूमि)	0	21	51
		714	0	30	87
		719(स.भूमि)	0	13	11

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8.	बीजापुर (जारी...)	786(स.नाला)	0	00	20
		720/2933	0	04	93
		720	0	07	39
		721	0	09	84
		728(स.रास्ता)	0	01	80
		722	0	06	85
		723	0	10	57
		725	0	06	14
		727	0	00	22
		726	0	08	80
		733	0	20	77
		732	0	21	26
		735	0	00	20
		731	0	23	33
9.	पादरला	566	0	08	87
		563	0	10	40
		576	0	01	64
		575	0	08	81
		577	0	01	28
		579	0	05	65
		578	0	01	89
		580	0	15	52
		582	0	10	42
		590	0	01	12
		638/817	0	12	20
		591	0	09	87
		636	0	00	91
		635	0	16	56
		634	0	07	21
		633	0	09	19
		595	0	00	20
		632	0	16	70
		629	0	06	99
		630	0	08	99

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
9.	पादरला (जारी...)	626(स.रास्ता)	0	00	75
		621	0	09	05
		620	0	13	29
		622	0	00	20
		618	0	14	31
		528(स.रास्ता)	0	09	89
		377	0	24	11
		362(स.रास्ता)	0	01	26
		71	0	04	63
		70	0	06	15
		69	0	07	05
		81	0	17	69
		59	0	10	64
		60	0	11	82
		54	0	10	58
10.	सेवाड़ी	244	0	21	20
		242	0	07	31
		241	0	12	31
		240	0	13	98
		261/3786	0	00	67
		310(स.रास्ता)	0	01	52
		348	0	14	98
		344	0	01	63
		349	0	07	26
		351(सिं.वि.नहर)	0	01	37
		355	0	00	20
		354	0	06	11
		356	0	02	15
		366	0	05	82
		365	0	07	82
		364	0	27	11
		362(स.रास्ता)	0	01	13
		159	0	09	33
		160	0	08	71

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
10.	सेवाड़ी (जारी...)	162	0	04	23
		163	0	05	15
		164	0	07	05
		103	0	10	88
		101	0	10	77
		100	0	05	97
		99	0	05	77
		98	0	11	58
		457(स.रास्ता)	0	03	06
		554	0	15	89
		555	0	12	20
		552	0	00	20
		541	0	13	12
		542	0	12	28
		537	0	10	67
		534	0	11	16
		527	0	10	18
		522	0	10	53
		521	0	10	17
		589	0	10	35
		587	0	09	37
		590	0	00	20
		585	0	10	64
		603	0	08	38
		604	0	07	13
		605	0	06	96
		606	0	07	40
		641(स.रास्ता)	0	02	19
		979	0	12	05
		978	0	09	53
		977	0	11	60
		976	0	11	80
		975	0	01	11
		996	0	16	20
		992	0	00	20

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
10.	सेवाड़ी (जारी...)	995	0	06	80
		997	0	11	68
11.	पातावा	44	0	15	92
		43	0	13	21
		42	0	25	88
		62(पी.डब्ल्यू.डी.सड़क)	0	,03	60
		63	0	04	99
		73	0	02	00
		74	0	02	58
		72	0	07	37
		71	0	05	54
		76	0	02	52
		77	0	04	88
		78	0	00	20
		79	0	05	71
		80	0	04	26
		81	0	04	86
		84	0	05	94
		127	0	05	67
		126	0	04	25
		125	0	05	44
		124	0	05	52
		88	0	00	20
		89	0	00	25
		91	0	00	20
		92	0	00	20
		94	0	00	95
		123	0	03	75
		122	0	02	05
		95	0	01	39
		97	0	02	31
		106	0	02	57
		104	0	00	94
		98	0	02	19
		103	0	06	35

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
11.	पातावा (जारी...)	101	0	08	65
		112	0	44	72
12.	बारवा	536(ग्रा.पं.)	0	29	43
		537(स.रास्ता)	0	02	19
		544(ग्रा.पं.)	0	29	29
		546	0	19	28
		550(स.भूमि)	0	03	97
		548, 547	0	01	04
		549	0	24	87
		577	0	01	01
		580(ग्रा.पं.)	0	06	94
		535(पी.डब्ल्यू.डी.सड़क)	0	02	53
		534(ग्रा.पं.)	0	05	17
		528	0	14	87
		527	0	02	85
		530	0	00	20
		526	0	03	08
		531	0	00	93
		532	0	05	08
		631(स.रास्ता)	0	01	12
		634	0	36	01
		635	0	15	00
		638	0	20	73
		1180	0	21	89
		1182	0	02	53
		1181	0	00	20
		1183	0	00	20
		1184	0	16	39
		1185	0	00	82
		1186	0	12	92
		1178(स.रास्ता)	0	02	34
		1114	0	10	68
		1113	0	00	73

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
12.	बारवा (जारी...)	1115	0	11	54
		1116	0	00	32
		1134	0	22	38
		1142	0	01	97
		1143	0	12	80
		1144	0	00	80
		1145	0	09	85
		1146	0	05	54
		1093(स.रास्ता)	0	01	11
		1062	0	00	30
		1068	0	13	28
		1063	0	13	78
		1067	0	01	76
		1066	0	17	81
		1058	0	05	85
		1057(स.रास्ता)	0	01	16
		869	0	12	77
		872	0	00	20
		870	0	16	85
		881	0	00	20
		882(स.रास्ता)	0	03	06
		884	0	11	67
		883	0	04	36
		885	0	11	92
		889	0	08	74
		890	0	12	89
		893	0	22	16
		894	0	12	84
		895	0	15	00
		896	0	09	17
13.	लुणावा	291	0	00	40
		305(स.रास्ता)	0	01	94
		297	0	15	77
		264	0	17	11

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
13.	लुणावा (जारी...)	263	0	03	83
		262	0	02	32
		258	0	00	95
		259	0	02	98
		261	0	01	78
		260	0	04	31
		245(स.रास्ता)	0	02	23
		244	0	01	42
		369(स.नदी)	0	48	28
		370	0	08	24
		371(पी.डब्ल्यू.डी.सड़क)	0	03	08
		434	0	03	09
		438	0	02	58
		436	0	10	66
		435(स.रास्ता)	0	02	74
		460	0	03	95
		463	0	03	63
		464	0	04	24
		467	0	03	30
		468	0	06	39
		469	0	00	20
		470	0	08	35
		471	0	10	13
		474	0	09	71
		476	0	09	54
		475	0	00	20
		479	0	06	32
		535	0	02	27
		525	0	16	13
		526	0	03	80
		527	0	01	73
		521	0	07	10
		499	0	11	56
		500	0	06	60
		501	0	16	64

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
13.	लुणावा (जारी...)	502	0	02	49
14.	सेसली	1005	0	25	20
		952	0	13	30
		951	0	03	63
		943(स.वाला)	0	05	78
		938, 866	0	71	83
		869	0	05	26
		870(स.नाला)	0	08	62
15.	पुनाडिया	579(स.भूमि)	0	03	79
		580(स.भूमि)	0	01	85
		581	0	18	92
		582	0	12	37
		598	0	11	28
		597	0	14	17
		596	0	02	33
		610(स.रास्ता)	0	01	24
		611	0	02	37
		613(स.वाली)	0	08	20
		617	0	14	49
		616	0	11	26
		618	0	00	20
		650	0	06	29
		649	0	10	85
		648	0	10	92
		646	0	11	39
		642	0	00	53
		639	0	09	16
		640	0	08	76
		636	0	02	45
		633(स.वाली)	0	02	00
		459	0	01	74
		451	0	42	49
		450/669	0	15	15

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
16.	लालराई	598/1364(स.भूमि)	0	00	33
		598	0	47	73
		593	0	28	32
		579/1358	0	08	63
		579	0	32	44
		546	0	17	45
		545	0	04	22
		547	0	00	20
		543	0	01	38
		542	0	03	21
		544	0	05	45
		541	0	13	91
		540	0	00	20
		487	0	27	07
		499	0	00	20
		490	0	14	94
		491	0	08	52
		483(स.नाला)	0	01	46
		481	0	08	05
		478	0	10	30
		479	0	04	81
		477	0	10	99
		476	0	01	03
		461	0	03	04
		457(स.भूमि)	0	00	84
		462	0	15	61
		451(स.रास्ता)	0	05	27
		447	0	44	44
		417(स.रास्ता)	0	01	96
		36(ग्रा.पं.चारागाह)	0	37	35
		395(स.रास्ता)	0	00	76
		सर्वे नं. 395 और 394 के	0	00	39
		394	0	00	85
		392	0	37	26

तहसील : बाली जिला : पाली राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
16.	लालराई (जारी...)	37(स.रास्ता)	0	01	07
		62	0	08	02
		73	0	01	49
		71	0	04	71
		72	0	10	52
		74	0	00	20
		98(स.नाला)	0	05	74
		119	0	00	53
		104	0	00	33
		116	0	00	68
		115	0	05	57
		122	0	05	91
		121	0	03	36
		123	0	11	72
		113	0	01	04
		132	0	41	09
		128	0	01	04
		131	0	33	84
		135	0	38	72
		150	0	16	05
		151	0	00	20
		147	0	06	20
		152	0	08	30
		146	0	00	20
		154	0	44	26
		155	0	11	16
		156(स.वाला)	0	14	10
17.	डूंगली	168(स.नदी)	0	03	26
		166	0	00	20
		167	0	07	28
		173	0	15	99
		172	0	23	42
		180	0	12	66
		185	0	00	37

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
17.	डूंगली (जारी...)	184	0	12	98
		224(स.रास्ता)	0	00	91
		240	0	02	74
		241	0	09	16
		257	0	05	91
		242	0	00	43
		256	0	09	64
		258	0	00	80
		255	0	02	21
		261	0	25	21
		264	0	24	60
		263	0	00	22
		265	0	15	39
		266(स.रास्ता)	0	03	17
		270	0	33	48
		272	0	01	13
		282	0	05	94
		281	0	29	21
		278	0	34	45
18.	मुंडारा	1245	0	00	20
		1246(स.रास्ता)	0	00	64
		1248	0	34	02
		1255(पी.डब्ल्यू.डी.सड़क)	0	08	68
		1256	0	04	11
		1279(स.रास्ता)	0	02	09
		1280	0	45	78
		1318	0	29	89
		1316	0	03	75
		1317	0	00	20
		1302	0	41	37
		1307	0	01	07
		1306/1808	0	00	91
		1303	0	19	01
		1304	0	18	50
		1473(स.भूमि)	0	03	14

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
18.	मुंडारा (जारी...)	1385	0	31	67
		1386	0	10	10
		1471(स.रास्ता)	0	05	77
		1486	0	00	24
		1487	0	15	20
		1488	0	12	32
		1489	0	06	53
		1499	0	00	52
		1498	0	04	26
		1497	0	05	38
		1491	0	16	93
		1492	0	01	80
		1553(स.रास्ता)	0	02	22
		1559	0	11	19
		1560	0	10	98
		1561	0	19	31
		1562	0	17	25
		1563	0	01	75
		1687(पी.डब्ल्यू.डी.सड़क)	0	06	19
		920	0	14	78
		919	0	01	08
		सर्वे नं. 920 और 910/1832 के बीच में	0	04	06
		910/1832(स.भूमि)	0	02	07
		910	0	20	14
		909	0	17	40
		908	0	19	04
		906	0	15	32
		901	0	21	53
		902(स.रास्ता)	0	00	66
		904	0	11	87
		786(स.रास्ता)	0	09	22
		713	0	08	32
		717	0	39	03
		718	0	22	35
		730	0	26	41
		723	0	26	22

तहसील : बाली		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
18.	मुंडारा (जारी...)	738(स.रास्ता)	0	00	73
		743	0	12	23
		744/1844	0	11	55
		722(स.रास्ता)	0	04	24
		744	0	01	02
		656	0	59	97
		655/1848	0	01	00
		649	0	20	02
		650	0	15	12
		651	0	09	43
		647	0	07	64

[फा. सं. आर-31015/45/2004-ओ.आर-II]
हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 11th November, 2004

S. O. 2978.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi , a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub- section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority , Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, 16 Krishna Vihar, Near Narayan Niwas, Gopalpura Bye-pass Road, Jaipur – 302018 (Rajasthan).

SCHEDULE

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	**AMLIA**	3	0	15	39
		6(G/L Cart Track)	0	04	94
		91	0	04	50
		90	0	29	19
		9	0	12	34
		8	0	06	01
		10	0	00	20
		16	0	06	55
		11	0	10	39
		22	0	06	54
		23	0	06	76
		24	0	12	75
		25	0	11	15
		26	0	13	54
		27	0	24	77
		33	0	46	09
		34	0	08	69
		35	0	19	51
		36	0	14	66
		36/461	0	04	97
		37	0	09	83
		39	0	45	29
		40	0	05	09
2.	**NANA**	916(G/L River)	0	25	55
		917(P.W.D Road)	0	07	25
		918(G/L)	0	72	75
		918/4250	0	62	92
		920(G/L)	0	17	36
		925(G/L Nala)	0	01	14
		922	0	97	42
		921(G/L Magri)	0	17	21
		1167(G/L Magra)	0	00	20

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
2.	**NANA (Contd...)**	1166	0	17	33
		1161	0	26	25
		1160(G/L Nala)	0	04	24
		1154	0	14	51
		1155(G/L Abadi)	0	00	44
		1153	0	13	56
		1150	0	29	52
		1147(G/L)	0	20	47
		1145	0	26	94
		1142(G/L Nala)	0	02	24
		1139	0	20	42
		1140(G/L Cart Track)	0	03	50
		2096	0	20	56
		2098	0	00	20
		2099	0	03	51
		2103	0	17	88
		2102	0	00	20
		2115(G/L Nala)	0	01	50
		2186	0	05	48
		2185(G/L)	0	01	41
		2184(G/L)	0	05	55
		2183(G/L)	0	17	43
		2182(G/L)	0	01	93
		2181(G/L Cart Track)	0	10	36
		2154	0	00	20
		2193(G/L Magra)	0	00	20
		2196(G/L Magra)	0	00	20
		2166	0	06	21
		2165	0	00	20
		2167	0	06	81
		2168	0	05	68
		2169	0	05	76
		2170	0	01	02
		2197(G/L Magra)	0	00	20

Tehsil : BALI **District : PALI** **State : RAJASTHAN**

Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
2.	**NANA (Contd...)**	2198	0	00	56
		2199(G/L Magra)	0	01	49
		2200	0	02	67
		2201(G/L Magra)	0	05	81
		2204/4161(G/L)	0	00	20
		2202(G/L)	0	12	43
		2203	0	09	59
		2418(P.W.D Road)	0	04	39
		2424(G/L Magri) 2424/2	0	07	20
		2420(G/L Magra) 2420/2 2420/3	0	14	52
		2420Min	0	16	56
		2419(G/L Cart Track)	0	12	43
		2417(G/L Magri)	0	13	92
		2416(G/L Cart Track)	0	02	52
		2415(Forest Deptt.)	0	80	56
		2477(Forest Deptt.)	0	81	86
3.	**KAGDARA**	362(G/L Mines)	0	00	20
		360	0	47	33
		359	0	02	15
		354(G/L Nala)	0	07	04
		353	0	21	68
		349	0	40	92
		350	0	00	20
		343	0	05	41
		342	0	10	16
		339	0	04	40
		19(G/L Cart Track)	0	02	91
		18	0	05	70
		12(G/L)	0	02	32
		13	0	12	38
		8	0	10	68

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
3.	KAGDARA (Contd...)	7	0	06	47
		5	0	08	49
		4(G/L)	0	07	82
		20(G/L River)	0	26	96
		72	0	09	69
		71	0	09	41
		76	0	00	30
		77	0	00	20
		79	0	00	20
		68	0	28	13
		64(G/L)	0	10	09
		66	0	02	14
		67	0	00	60
		63	0	02	60
		65	0	03	46
		58	0	06	62
		85	0	00	50
		60	0	01	65
		57	0	10	38
		54(G/L Cart Track)	0	02	93
		33	0	04	92
		32	0	02	32
		31	0	10	69
		29	0	11	55
		25	0	07	49
		24	0	25	07
		41(G/L Cart Track)	0	02	12
4.	BHANDAR	3459(G/L Bhakhar)	0	01	95
		3461(G/L)	0	23	24
		3462(G/L Nala)	0	01	65
		3463(G/L)	0	32	06
		3473(G/L)	0	07	66
		3472(G/L Cart Track)	0	00	74
		3471(G/L)	0	14	33

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
4.	**BHANDAR (Contd...)**	3470/4794(G/L)	0	30	47
		3512(G/L Cart Track)	0	07	38
		4038	0	06	18
		3439	0	04	97
		4035(G/L Bhakhar)	0	08	16
		4003((G/L Nala)	0	01	41
		4001	0	10	26
		4000	0	00	20
		4002(G/L Cart Track)	0	23	36
		3988	0	07	09
		3987	0	00	26
		3990	0	11	40
		3986(G/L)	0	03	07
		3983	0	13	94
		3984	0	01	33
		3982	0	06	03
		3980	0	03	80
		3981	0	05	73
		3977	0	03	70
		3976	0	07	11
		3973	0	22	33
		3961	0	05	36
		3960	0	12	19
		3960/4756	0	06	84
		3932	0	01	86
		3910	0	00	66
		3911	0	25	43
		3907	0	26	81
		3898	0	14	31
		3899	0	06	52
		3895	0	13	95
		3894	0	02	37
		3891	0	05	64
		3892	0	15	37

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
4.	**BHANDAR (Contd...)**	3890	0	06	54
		3889	0	09	49
		3855(G/L Cart Track)	0	02	80
		3854	0	19	62
		3912	0	01	50
		3913	0	00	58
		3914	0	00	20
		3853	0	05	45
		3840(G/L Nala)	0	12	53
		4268	0	05	71
		4270(G/L Cart Track)	0	01	61
		4271(G/L)	0	22	75
		4272	0	19	04
		3834	0	09	24
		3829(G/L Nala)	0	12	42
		3819	0	21	00
		3816	0	00	51
		3817	0	11	71
		3818	0	12	99
		3801(G/L Cart Track)	0	03	36
		3796	0	22	40
		3794	0	06	71
5.	**SENDALA**	669	0	04	50
		666	0	11	98
		667(G/L Abadi)	0	00	37
		665	0	07	74
		662	0	00	42
		661	0	01	40
		660	0	07	88
		659	0	04	57
		658	0	26	98
		657(G/L)	0	49	08
		673(G/L Cart Track)	0	19	29
		695(G/L)	0	01	95

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
5.	SENDALA (Contd...)	693	0	20	18
		686	0	21	94
		684	0	04	08
		683	0	00	63
		582(G/L River)	0	19	42
		580	0	02	05
		579	0	03	36
		578	0	00	20
		555	0	12	41
		556	0	05	88
		557	0	06	27
		558	0	06	30
		559	0	13	16
		562	0	08	93
		560	0	06	50
		561	0	00	90
		304(G/L Cart Track)	0	03	08
		471	0	13	26
		472	0	07	40
		469	0	05	85
		473	0	05	92
		468	0	13	61
		467	0	11	59
		464	0	07	66
		459	0	05	97
		458	0	02	05
		454	0	08	42
		455	0	05	68
		438	0	03	68
		445(G/L)	0	13	02
		439	0	03	23
		444	0	03	48
		401(G/L)	0	92	40
		491	0	01	12

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
6.	BERA	2174(G/L Pahad)	1	14	52
		2177	0	18	21
		2178(G/L)	0	12	41
		2176	0	00	36
		2285(G/L Magra)	0	80	51
		2300(G/L Bhakhar)	0	16	10
		2299	0	16	46
		2298	0	12	75
		2320	0	09	69
		2322	0	13	75
		2279(G/L Cart Track)	0	01	98
		2336	0	18	82
		2340	0	03	04
		2341	0	06	07
		2343	0	00	20
		2344	0	00	20
		2346(G/L Nala)	0	01	87
		2347	0	04	01
		2350	0	05	08
		2351	0	04	57
		2354	0	04	19
		2357	0	01	55
		2356	0	02	98
		2358	0	01	97
		2359	0	01	77
		2363	0	02	88
		2364	0	01	26
		2365	0	00	20
		2368	0	03	01
		2367	0	08	63
		2394(G/L Nala)	0	01	72
		2398	0	03	38
		2397	0	05	23
		2405	0	10	53

Tehsil : BALI **District : PALI** **State : RAJASTHAN**

Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
6.	**BERA (Contd...)**	2406(G/L Road)	0	07	02
		2420	0	05	93
		2421	0	05	84
		2422	0	04	79
		2423	0	04	19
		2426	0	04	09
		2484/4971	0	15	81
		2433	0	00	38
		2434(G/L)	0	00	87
		2435	0	00	20
		2484(G/L Nala)	0	14	32
		2630	0	01	65
		2613	0	12	38
		2614	0	12	14
		2616	0	08	72
		2624	0	14	27
		2620	0	14	12
		2590(G/L Cart Track)	0	01	66
		2801	0	11	10
		2802	0	03	62
		2803	0	09	73
		2777/1(G/L) 2777	0	14	80
		2777/4	0	06	48
		2834	0	10	76
		2835	0	01	24
		2838(G/L Cart Track)	0	02	03
		2864	0	13	37
		2865	0	00	20
		2860	0	00	20
		2863	0	13	05
		2861	0	05	17
		2862	0	12	55
		2934(G/L Cart Track)	0	02	09

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
6.	**BERA (Contd...)**	3015	0	18	75
		3016	0	09	56
		3010	0	06	52
		3021	0	15	60
		3022	0	06	93
		3001	0	00	20
		3000	0	01	18
		3023	0	06	15
		2999	0	01	83
		2998	0	13	51
		2997	0	14	27
		3033	0	13	78
		3034(G/L Nala)	0	05	51
		3205(G/L)	0	02	26
		3204(G/L)	0	00	70
		3203(G/L Cart Track)	0	02	39
		3201	0	24	21
		3202/4966	0	11	22
		3202	0	49	89
		3419	0	17	45
		3418	0	00	23
		3443	0	28	78
		3444	0	03	41
		3442	0	04	47
		3433	0	00	25
		3434	0	08	68
		3441	0	00	64
		3435	0	07	15
		3436	0	04	99
		3438	0	00	20
		3437	0	06	96
		3472(G/L Cart Track)	0	02	77
		3521	0	18	13
		3520	0	01	60
		3519	0	19	19

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
6.	**BERA (Contd...)**	3518	0	05	72
		3517	0	10	95
		3510	0	07	07
		3508	0	15	22
		3507	0	15	01
		3501	0	16	76
		3499(G/L Cart Track)	0	08	60
		3498/4810	0	05	63
		3861(G/L Cart Track)	0	06	18
		3862(G/L)	0	04	41
		3865	0	05	97
		3866	0	17	75
		3871	0	09	00
		3874	0	08	69
		3878	0	09	64
		3883	0	08	11
		3882	0	08	66
		3892	0	15	32
		3893	0	23	11
		3964	0	14	31
		3957	0	14	74
		3956	0	11	62
		3952	0	13	27
		3950	0	08	27
		3949	0	09	54
		3937(G/L Cart Track)	0	05	18
		3939	0	32	42
		3931(G/L Cart Track)	0	03	57
		3930/4814(G/L)	0	19	48
		3930	0	00	94
		3929	0	19	48
		3940(G/L Nala)	0	00	30
7.	**BHATUND**	2486	0	64	01
		2490	0	23	14

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7.	**BHATUND (Contd...)**	2491	0	40	46
		2337	0	04	62
		2339	0	07	93
		2340	0	09	55
		2341	0	06	17
		2342	0	07	01
		2351	0	11	43
		2354	0	07	47
		2362	0	06	73
		2360	0	01	38
		2361	0	13	97
		2359	0	02	55
		2365	0	06	55
		2369	0	20	82
		2228	0	00	20
		2370	0	04	19
		2227	0	02	99
		2371	0	05	90
		2372	0	03	91
		2373	0	10	23
		2205	0	13	35
		2213	0	01	96
		2206	0	08	21
		2207	0	00	20
		2204	0	07	79
		2203	0	10	51
		2199	0	08	14
		2200	0	11	68
		2201	0	04	37
		2191	0	08	00
		2291(G/L Cart Track)	0	07	30
		2190	0	00	75
		2172(G/L Cart Track)	0	00	65
		2143	0	44	56
		2156	0	00	20

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7.	**BHATUND (Contd...)**	2157	0	11	63
		2158	0	06	47
		2034(G/L Cart Track)	0	02	10
		2021	0	25	31
		2020(G/L)	0	10	49
		2022	0	00	20
		2019	0	20	85
		1939	0	03	60
		1793(G/L Nala)	0	02	30
		1785(G/L)	0	25	44
		1792	0	01	60
		1787	0	01	50
		1789	0	00	20
		1786(G/L Nadi)	0	14	40
		1784(G/L Nadi)	0	04	48
		1777	0	28	44
		1732(G/L Cart Track)	0	02	16
		1778(G/L River)	0	26	40
		1389	0	10	48
		1390	0	17	77
		1391	0	05	27
		1396	0	10	56
		1395	0	07	61
		1397(G/L Cart Track)	0	01	80
		1398	0	07	88
		1412	0	15	19
		1411	0	09	46
		1409	0	05	41
		1426	0	01	98
		1427	0	08	28
		1429	0	08	92
		1438	0	05	22
		1432	0	05	62
		1433	0	05	08

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7.	**BHATUND (Contd...)**	1370(G/L Cart Track)	0	01	41
		1344	0	07	94
		1343	0	00	25
		1345	0	08	03
		1346	0	00	35
		1347	0	01	38
		1351(G/L Cart Track)	0	02	29
		1352	0	13	05
		1210(P.W.D Road)	0	03	12
		1150	0	18	02
		1149	0	09	12
		1148	0	12	33
		1147	0	05	22
		1146	0	05	06
		1145	0	04	96
		1144	0	05	82
		1143	0	04	73
		1140	0	24	74
		1139	0	00	20
		1141	0	01	80
		1172	0	13	21
		1171	0	10	49
		1198	0	11	99
		1199	0	05	33
		1194	0	09	34
		1190(G/L Nala)	0	08	41
		1191	0	13	14
8.	**BEEJAPUR**	203	0	00	20
		201	0	06	14
		200(G/L Cart Track)	0	03	42
		178	0	02	31
		196	0	02	62
		180	0	13	51
		181	0	16	52

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
8.	**BEEJAPUR (Contd...)**	188	0	13	30
		187	0	08	69
		186	0	15	97
		190	0	00	20
		248	0	18	84
		243	0	18	10
		244	0	00	20
		261(G/L Cart Track)	0	05	59
		275	0	10	87
		277(G/L)	0	03	83
		274	0	14	47
		278	0	01	98
		295(G/L Cart Track)	0	01	14
		305	0	11	22
		307	0	16	24
		308	0	18	11
		309	0	00	42
		336(G/L Cart Track)	0	00	57
		364/2920(G/L) 364/2820	0	24	04
		364	0	31	88
		363	0	06	04
		359	0	15	46
		360	0	00	40
		1026(G/L Cart Track)	0	04	87
		1009	0	11	31
		1006	0	28	07
		1003	0	00	51
		1005	0	16	02
		1004	0	19	77
		718(G/LNala)	0	08	82
		715(G/L)	0	21	51
		714	0	30	87
		719(G/L)	0	13	11

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
8.	**BEEJAPUR (Contd...)**	786(G/L Nala)	0	00	20
		720/2933	0	04	93
		720	0	07	39
		721	0	09	84
		728(G/L Cart Track)	0	01	80
		722	0	06	85
		723	0	10	57
		725	0	06	14
		727	0	00	22
		726	0	08	80
		733	0	20	77
		732	0	21	26
		735	0	00	20
		731	0	23	33
9.	**PADARLA**	566	0	08	87
		563	0	10	40
		576	0	01	64
		575	0	08	81
		577	0	01	28
		579	0	05	65
		578	0	01	89
		580	0	15	52
		582	0	10	42
		590	0	01	12
		638/817	0	12	20
		591	0	09	87
		636	0	00	91
		635	0	16	56
		634	0	07	21
		633	0	09	19
		595	0	00	20
		632	0	16	70
		629	0	06	99
		630	0	08	99

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
9.	PADARLA (Contd...)	626(G/L Cart Track)	0	00	75
		621	0	09	05
		620	0	13	29
		622	0	00	20
		618	0	14	31
		528(G/L Cart Track)	0	09	89
		377	0	24	11
		362(G/L Cart Track)	0	01	26
		71	0	04	63
		70	0	06	15
		69	0	07	05
		81	0	17	69
		59	0	10	64
		60	0	11	82
		54	0	10	58
10.	SEWARI	244	0	21	20
		242	0	07	31
		241	0	12	31
		240	0	13	98
		261/3786	0	00	67
		310(G/L Cart Track)	0	01	52
		348	0	14	98
		344	0	01	63
		349	0	07	26
		351(Irrig Deptt. Canal)	0	01	37
		355	0	00	20
		354	0	06	11
		356	0	02	15
		366	0	05	82
		365	0	07	82
		364	0	27	11
		362(G/L Cart Track)	0	01	13
		159	0	09	33
		160	0	08	71

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
10.	**SEWARI (Contd...)**	162	0	04	23
		163	0	05	15
		164	0	07	05
		103	0	10	88
		101	0	10	77
		100	0	05	97
		99	0	05	77
		98	0	11	58
		457(G/L Cart Track)	0	03	06
		554	0	15	89
		555	0	12	20
		552	0	00	20
		541	0	13	12
		542	0	12	28
		537	0	10	67
		534	0	11	16
		527	0	10	18
		522	0	10	53
		521	0	10	17
		589	0	10	35
		587	0	09	37
		590	0	00	20
		585	0	10	64
		603	0	08	38
		604	0	07	13
		605	0	06	96
		606	0	07	40
		641(G/L Cart Track)	0	02	19
		979	0	12	05
		978	0	09	53
		977	0	11	60
		976	0	11	80
		975	0	01	11
		996	0	16	20
		992	0	00	20

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
10.	**SEWARI (Contd...)**	995	0	06	80
		997	0	11	68
11.	**PATAWA**	44	0	15	92
		43	0	13	21
		42	0	25	88
		62(P.W.D Road)	0	03	60
		63	0	04	99
		73	0	02	00
		74	0	02	58
		72	0	07	37
		71	0	05	54
		76	0	02	52
		77	0	04	88
		78	0	00	20
		79	0	05	71
		80	0	04	26
		81	0	04	86
		84	0	05	94
		127	0	05	67
		126	0	04	25
		125	0	05	44
		124	0	05	52
		88	0	00	20
		89	0	00	25
		91	0	00	20
		92	0	00	20
		94	0	00	95
		123	0	03	75
		122	0	02	05
		95	0	01	39
		97	0	02	31
		106	0	02	57
		104	0	00	94
		98	0	02	19
		103	0	06	35

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
11.	PATAWA (Contd...)	101	0	08	65
		112	0	44	72
12.	BARWA	536(G/P)	0	29	43
		537(G/L Cart Track)	0	02	19
		544(G/P)	0	29	29
		546	0	19	28
		550(G/L)	0	03	97
		548 } 547 }	0	01	04
		549	0	24	87
		577	0	01	01
		580(G/P)	0	06	94
		535(P.W.D Road)	0	02	53
		534(G/P)	0	05	17
		528	0	14	87
		527	0	02	85
		530	0	00	20
		526	0	03	08
		531	0	00	93
		532	0	05	08
		631(G/L Cart Track)	0	01	12
		634	0	36	01
		635	0	15	00
		638	0	20	73
		1180	0	21	89
		1182	0	02	53
		1181	0	00	20
		1183	0	00	20
		1184	0	16	39
		1185	0	00	82
		1186	0	12	92
		1178(G/L Cart Track)	0	02	34
		1114	0	10	68
		1113	0	00	73

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
12.	**BARWA (Contd...)**	1115	0	11	54
		1116	0	00	32
		1134	0	22	38
		1142	0	01	97
		1143	0	12	80
		1144	0	00	80
		1145	0	09	85
		1146	0	05	54
		1093(G/L Cart Track)	0	01	11
		1062	0	00	30
		1068	0	13	28
		1063	0	13	78
		1067	0	01	76
		1066	0	17	81
		1058	0	05	85
		1057(G/L Cart Track)	0	01	16
		869	0	12	77
		872	0	00	20
		870	0	16	85
		881	0	00	20
		882(G/L Cart Track)	0	03	06
		884	0	11	67
		883	0	04	36
		885	0	11	92
		889	0	08	74
		890	0	12	89
		893	0	22	16
		894	0	12	84
		895	0	15	00
		896	0	09	17
13.	**LUNAWA**	291	0	00	40
		305(G/L Cart Track)	0	01	94
		297	0	15	77
		264	0	17	11

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
13.	LUNAWA (Contd...)	263	0	03	83
		262	0	02	32
		258	0	00	95
		259	0	02	98
		261	0	01	78
		260	0	04	31
		245(G/L Cart Track)	0	02	23
		244	0	01	42
		369(G/L River)	0	48	28
		370	0	08	24
		371(P.W.D Road)	0	03	08
		434	0	03	09
		438	0	02	58
		436	0	10	66
		435(G/L Cart Track)	0	02	74
		460	0	03	95
		463	0	03	63
		464	0	04	24
		467	0	03	30
		468	0	06	39
		469	0	00	20
		470	0	08	35
		471	0	10	13
		474	0	09	71
		476	0	09	54
		475	0	00	20
		479	0	06	32
		535	0	02	27
		525	0	16	13
		526	0	03	80
		527	0	01	73
		521	0	07	10
		499	0	11	56
		500	0	06	60
		501	0	16	64

Tehsil : BALI District : PALI State : RAJASTHAN

Sr. No	Name of the Village	Khasara No.	Area Hectare	Are	Sq.mtr.
1	2	3	4	5	6
13.	LUNAWA (Contd...)	502	0	02	49
14.	SESLI	1005	0	25	20
		952	0	13	30
		951	0	03	63
		943(G/L Nala)	0	05	78
		938, 866	0	71	83
		869	0	05	26
		870(G/L Nala)	0	08	62
15.	PUNADIYA	579(G/L)	0	03	79
		580(G/L)	0	01	85
		581	0	18	92
		582	0	12	37
		598	0	11	28
		597	0	14	17
		596	0	02	33
		610(G/L Cart Track)	0	01	24
		611	0	02	37
		613(G/L Nala)	0	08	20
		617	0	14	49
		616	0	11	26
		618	0	00	20
		650	0	06	29
		649	0	10	85
		648	0	10	92
		646	0	11	39
		642	0	00	53
		639	0	09	16
		640	0	08	76
		636	0	02	45
		633(G/L Nala)	0	02	00
		459	0	01	74
		451	0	42	49
		450/669	0	15	15

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
16.	**LALRAI**	598/1364(G/L)	0	00	33
		598	0	47	73
		593	0	28	32
		579/1358	0	08	63
		579	0	32	44
		546	0	17	45
		545	0	04	22
		547	0	00	20
		543	0	01	38
		542	0	03	21
		544	0	05	45
		541	0	13	91
		540	0	00	20
		487	0	27	07
		499	0	00	20
		490	0	14	94
		491	0	08	52
		483(G/L Nala)	0	01	46
		481	0	08	05
		478	0	10	30
		479	0	04	81
		477	0	10	99
		476	0	01	03
		461	0	03	04
		457(G/L)	0	00	84
		462	0	15	61
		451(G/L Cart Track)	0	05	27
		447	0	44	44
		417(G/L Cart Track)	0	01	96
		36(G/P Pasture)	0	37	35
		395(G/L Cart Track)	0	00	76
		In Bet Svy No 395 & 394	0	00	39
		394	0	00	85
		392	0	37	26

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
16.	**LALRAI (Contd...)**	37(G/L Cart Track)	0	01	07
		62	0	08	02
		73	0	01	49
		71	0	04	71
		72	0	10	52
		74	0	00	20
		198(G/L Nala)	0	05	74
		119	0	00	53
		104	0	00	33
		116	0	00	68
		115	0	05	57
		122	0	05	91
		121	0	03	36
		123	0	11	72
		113	0	01	04
		132	0	41	09
		128	0	01	04
		131	0	33	84
		135	0	38	72
		150	0	16	05
		151	0	00	20
		147	0	06	20
		152	0	08	30
		146	0	00	20
		154	0	44	26
		155	0	11	16
		156(G/L Nala)	0	14	10
17.	**DUNGALI**	168(G/L River)	0	03	26
		166	0	00	20
		167	0	07	28
		173	0	15	99
		172	0	23	42
		180	0	12	66
		185	0	00	37

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
17.	**DUNGALI (Contd...)**	184	0	12	98
		224(G/L Cart Track)	0	00	91
		240	0	02	74
		241	0	09	16
		257	0	05	91
		242	0	00	43
		256	0	09	64
		258	0	00	80
		255	0	02	21
		261	0	25	21
		264	0	24	60
		263	0	00	22
		265	0	15	39
		266(G/L Cart Track)	0	03	17
		270	0	33	48
		272	0	01	13
		282	0	05	94
		281	0	29	21
		278	0	34	45
18.	**MUNDARA**	1245	0	00	20
		1246(G/L Cart Track)	0	00	64
		1248	0	34	02
		1255(P.W.D Road)	0	08	68
		1256	0	04	11
		1279(G/L Cart Track)	0	02	09
		1280	0	45	78
		1318	0	29	89
		1316	0	03	75
		1317	0	00	20
		1302	0	41	37
		1307	0	01	07
		1306/1808	0	00	91
		1303	0	19	01
		1304	0	18	50
		1473(G/L)	0	03	14

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
18.	**MUNDARA (Contd...)**	1385	0	31	67
		1386	0	10	10
		1471(G/L Cart Track)	0	05	77
		1486	0	00	24
		1487	0	15	20
		1488	0	12	32
		1489	0	06	53
		1499	0	00	52
		1498	0	04	26
		1497	0	05	38
		1491	0	16	93
		1492	0	01	80
		1553(G/L Cart Track)	0	02	22
		1559	0	11	19
		1560	0	10	98
		1561	0	19	31
		1562	0	17	25
		1563	0	01	75
		1687(P.W.D Road)	0	06	19
		920	0	14	78
		919	0	01	08
		In Bet Svy No 920& 910/1832	0	04	06
		910/1832(G/L)	0	02	07
		910	0	20	14
		909	0	17	40
		908	0	19	04
		906	0	15	32
		901	0	21	53
		902(G/L Cart Track)	0	00	66
		904	0	11	87
		786(G/L Cart Track)	0	09	22
		713	0	08	32
		717	0	39	03
		718	0	22	35
		730	0	26	41
		723	0	26	22

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
18.	MUNDARA (Contd...)	738(G/L Cart Track)	0	00	73
		743	0	12	23
		744/1844	0	11	55
		722(G/L Cart Track)	0	04	24
		744	0	01	02
		656	0	59	97
		655/1848	0	01	00
		649	0	20	02
		650	0	15	12
		651	0	09	43
		647	0	07	64

[No. R-31015/45/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 11 नवम्बर, 2004

का. आ. 2979.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अत: अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम् 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुन्द्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन विस्तार परियोजना, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, 16, कृष्णा विहार, नारायण निवास के पास, गोपालपुरा बाईपास रोड, जयपुर 302018 (राजस्थान) को लिखित रुप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	कासिन्द्रा	155(स.खालखद्दर)	0	04	13
		156(स.नाला)	0	03	14
		158	0	02	15
		159	0	10	32
		160	0	04	32
		142	0	06	72
		141	0	10	36
		136	0	05	91
		135	0	12	91
		126	0	14	00
		124	0	00	43
		128	0	00	20
		127	0	10	32
		122मिन01	0	03	43
		114(स.नाला)	0	04	50
		106	0	12	32
		107	0	06	87
		105	0	02	59
		108	0	13	35
		109	0	09	52
		102	0	13	41
		94	0	02	25
		95	0	09	96
		96	0	00	57
		97(स.खालखद्दर)	0	09	42
		98	0	04	29
		176(स.नदी)	0	10	05
		191	0	03	16
		195	0	14	02
		194	0	01	09
		193	0	06	33
		196	0	09	82
		215(स.रास्ता)	0	02	75

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	कासिन्द्रा (जारी...)	214	0	01	88
		228	0	01	26
		213	0	22	61
		229	0	00	21
		232	0	24	84
		240	0	02	11
		241	0	00	20
		239	0	05	29
		243	0	10	24
		244/498	0	21	84
		245	0	01	23
		261/497	0	15	74
		261मिन01 (स.खालखद्दर)	0	07	20
		261/475	0	07	48
		261/1	0	10	33
		389/470	0	07	14
		389/471	0	10	28
		389/486	0	00	76
		375/437	0	21	02
		375/434	0	04	27
		375/468	0	05	34
		375मिन01	0	01	80
		375/493	0	01	08
		374	0	02	05
		375/438	0	00	20
		359(स.रास्ता)	0	04	36
		357	0	03	20
		356	0	20	84
		355	0	18	17
		348	0	01	15
		361 (स.नाला)	0	01	69
		362मिन01 (ग्रा.पं.चारागाह) 362/429(पी.डब्ल्यू.डी.सड़क)	0	54	29
2.	अचपुरा	315	0	30	17
		316	0	30	33

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
2.	अचपुरा (जारी...)	319	0	00	40
		317(स.रास्ता)	0	02	65
		301	0	12	50
		303	0	10	81
		305	0	04	27
		304मिन	0	12	32
		290मिन 290/1 290/2 290/3 290/4	0	32	56
		278	0	24	72
		277	0	04	38
		276(ग्रा.पं.चारागाह)	0	50	61
3.	सांगवाड़ा	376(स.भूमि)	0	24	54
		355(स.भूमि) 355मिन	0	00	43
		356/1 356(स.भूमि)	0	18	35
		357	0	09	21
		375	0	26	00
		373/1	0	21	26
		371	0	00	62
		372	0	16	84
		330(स.भूमि)	0	22	06
		327	0	12	05
		328	0	00	20
		325(स.नाला)	0	04	95
		324	0	06	55
		216(स.नाला)	0	15	50
		215(स.भूमि)	0	02	85
		210	0	05	63
		209	0	13	08
		208	0	07	47
		207	0	00	25
		193(ग्रा.पं.चारागाह)	1	05	13

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
3.	सांगवाड़ा (जारी...)	142	0	41	56
		141/1	0	09	38
		135	0	20	12
		136/1	0	17	45
		166(स.रास्ता)	0	09	64
		54	0	14	35
		58	0	19	74
		35	0	16	24
		33	0	12	21
		28	0	18	44
		27	0	06	83
		27/386	0	04	71
		26	0	00	27
		25	0	00	38
		90(स.रास्ता)	0	29	34
		91	0	00	20
		101(स.नाला)	0	01	58
4.	फूलाबाईखेड़ा	576(स.नाला) 576/651	0	02	35
		577मिन01	0	18	24
		589	0	30	08
		591	0	30	47
		588	0	00	20
		587	0	13	97
		585	0	19	16
		544(स.रास्ता)	0	01	57
		541	0	08	20
		515/648	0	30	60
		540	0	00	20
		515(स.नाला)	0	24	37
		494	0	07	83
		493	0	08	54
		488	0	30	09
		484	0	17	57
		486	0	00	20

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
4.	फूलाबाईखेड़ा (जारी...)	462/2	0	30	17
		461	0	22	18
		460	0	22	36
		458	0	22	94
		454	0	32	70
5.	काछोली	830	0	29	64
		831	0	01	98
		834	0	16	99
		835	0	00	71
		836	0	15	10
		783(स.रास्ता)	0	02	02
		768	0	20	11
		767	0	29	45
		771	0	01	05
		770	0	04	22
		765	0	01	15
		678(पी.डब्ल्यू.डी.सड़क)	0	01	42
		674	0	00	20
		673	0	11	93
		668	0	11	13
		675	0	00	32
		667	0	12	23
		665	0	00	69
		666	0	10	89
		647(स.रास्ता)	0	01	71
		548	0	17	30
		546	0	10	67
		544	0	04	48
		542	0	02	28
		543	0	03	26
		537	0	08	75
		538	0	00	42
		539	0	00	30
		533	0	01	47
		540	0	11	98

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
5.	काछोली (जारी...)	530	0	02	96
		541	0	03	43
		523	0	08	40
		669(स.नदी)	0	18	72
		845(स.नदी)	0	30	18
6.	पातुम्बरी	94(स.नदी)	0	30	29
		95(स.रास्ता)	0	03	38
		108	0	09	25
		109	0	07	50
		110	0	05	25
		111	0	00	77
		120	0	00	20
		112	0	04	40
		113	0	06	32
		114	0	06	91
		115	0	03	69
		115/193	0	05	18
		104	0	13	40
		103	0	05	53
		102	0	01	54
		151	0	24	66
		152	0	25	37
		153	0	01	81
		154(स.मगरी)	0	02	48
		83	0	06	05
		155(स.मगरी)	0	37	38
		161	0	20	50
		162	0	10	08
		160(स.रास्ता)	0	01	72
		159	0	11	26
		158(स.रास्ता)	0	03	29
		64	0	06	63
		61	0	00	39
		56	0	22	34
		53	0	03	26

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
6.	पातुम्बरी (जारी...)	57	0	08	26
		58	0	08	42
		52	0	03	79
		49(स.नाला)	0	05	21
		44	0	00	25
		45	0	05	65
		46	0	22	30
		47	0	01	94
		40(स.नाला)	0	02	93
		48	0	00	20
		39	0	13	93
		15	0	01	80
		14	0	06	88
		13	0	06	43
		11	0	00	36
		12	0	05	81
7.	भावरी	623	0	08	16
		622	0	06	80
		621	0	06	37
		617	0	06	52
		618	0	01	71
		620	0	09	31
		619	0	08	71
		555(स.खालखद्दर)	0	11	48
		553	0	07	95
		440(स.खालखद्दर) 439(स.रास्ता)	0	03	66
		551(स.खालखद्दर)	0	18	48
		624(स.नाला)	0	05	70
		548	0	01	89
		547	0	01	90
		546	0	01	89
		545	0	01	70
		441(स.रास्ता)	0	03	38
		435	0	07	95

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
7.	भावरी (जारी...)	438	0	00	20
		436	0	03	66
		434	0	11	89
		433	0	00	30
		432	0	00	31
		431	0	05	15
		427(स.रास्ता)	0	01	85
		426	0	04	13
		425	0	09	11
		424	0	08	54
		423	0	09	09
		421	0	00	58
		422	0	06	28
		781(स.खालखद्दर)	0	01	77
		785(स.रास्ता)	0	00	82
		805	0	05	50
		806	0	11	44
		807	0	06	17
		808	0	05	11
		809	0	04	95
		810	0	03	40
		811	0	01	12
		816	0	05	22
		814	0	08	13
		821	0	07	08
		824	0	08	63
		826	0	06	61
		825	0	00	20
		829(पी.डब्ल्यू.डी.सड़क)	0	06	75
		1017मिन01	0	09	00
		1018	0	10	34
		1023मिन01	0	08	29
		1052/2056(स.खालखद्दर)	0	05	44
		1052/2154 1052/2057	0	00	44

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
7.	भावरी (जारी...)	1053	0	09	22
		1052/2168	0	01	79
		1024	0	00	67
		1054	0	00	20
		1062	0	04	90
		1063	0	02	60
		1066	0	20	17
		1069	0	00	35
		1070	0	00	20
		1071(स.रास्ता)	0	02	07
		1075	0	05	85
		1074	0	13	18
		1077	0	08	28
		1073	0	01	00
		1078	0	10	41
		265(स.नाला)	0	05	99
		236	0	00	47
		234	0	05	01
		231	0	01	33
		233	0	06	36
		232	0	07	37
		230	0	05	74
		227	0	05	76
		225	0	13	20
		224	0	11	02
		187(स.नाला)	0	03	30
8.	धनारी	1513(स.खालखद्दर)	0	03	16
		1514	0	14	17
		1519	0	11	62
		1520	0	06	56
		1521	0	12	50
		1522	0	05	82
		1525	0	12	62
		1527	0	12	79
		1529	0	16	29

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8.	थनारी (जारी...)	1533	0	03	63
		1534	0	00	67
		1477	0	00	20
		1535	0	18	02
		1541	0	01	02
		1542	0	08	83
		1543	0	08	14
		1540	0	02	93
		1444	0	19	86
		1415	0	01	84
		1416	0	04	60
		1414	0	01	61
		1413	0	00	20
		1417	0	03	22
		1418	0	08	63
		1419	0	08	37
		1420	0	02	78
		1412(स.खालखद्दर)	0	04	05
		1688(पी.डब्ल्यू.डी.सड़क)	0	01	97
		1689	0	12	02
		1691	0	07	85
		1692	0	06	92
		1693	0	05	89
		1697	0	07	07
		1698(स.रास्ता)	0	01	15
		1704	0	07	99
		1705	0	13	31
		1719	0	09	05
		1717	0	00	33
		1718	0	07	35
		1731	0	10	90
		ख.सं.1731 और 605 के बीच में(स.रास्ता)	0	00	62
		605	0	15	15
		604	0	16	48
		151(पी.डब्ल्यू.डी.सड़क)	0	05	30

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8.	थनारी (जारी...)	528	0	07	15
		1751 (स.नाला)	0	01	39
		527	0	08	18
		526	0	02	05
		525(स.नाला)	0	03	12
		523	0	00	52
		522	0	10	83
		518	0	12	40
		517	0	00	20
		516	0	06	55
		515	0	06	53
		510	0	07	28
		507	0	08	47
		506	0	08	35
		473(स.रास्ता)	0	02	75
		462	0	03	12
		463	0	08	80
		461	0	11	82
		459	0	06	61
		456	0	09	81
		455	0	09	19
		451	0	06	25
		450(स.खालखद्दर)	0	11	42
		449	0	01	18
		447(पी.डब्ल्यू.डी.सड़क)	0	01	13
		446	0	18	58
		444(सिं.वि.नहर)	0	08	63
		445(सिं.वि.)	0	00	20
		435(सिं.वि.)	0	05	24
		434(सिं.वि.)	0	08	92
		433(सिं.वि.)	0	03	76
		429(सिं.वि.)	0	00	20
		436	0	20	26
		369	0	01	71
		368	0	07	44
		370	0	04	33

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8.	थनारी (जारी...)	372	0	07	37
		364	0	00	58
		363	0	03	24
		362	0	04	42
		360	0	06	48
		374(स.रास्ता)	0	01	52
		375	0	06	81
		376	0	06	77
		377	0	20	88
		384	0	16	72
		382	0	12	05
		383	0	05	42
		380	0	26	06
		2119/337(रेलवे विभाग) 2120/337(रेलवे विभाग) 2117/337(रेलवे विभाग)	0	06	36
		196	0	15	16
		205(ग्रा.पं.चारागाह)	0	42	14
		166(स.नाला)	0	02	93
9.	कोदरला	522(स.नाला)	0	02	90
		527	0	08	15
		526	0	11	88
		521(स.नाला)	0	02	61
		513	0	00	27
		512	0	13	83
		509	0	15	91
		504	0	27	46
		481	0	05	80
		482	0	07	20
		483	0	06	76
		484	0	00	20
		479(स.भूमि)	0	10	02
		478(स.भूमि)	0	17	16
		477 477मिन01(स.भूमि)	0	20	97
		473/2	0	20	33
		473/3	0	13	13

क्रम सं.	तहसील : पिण्डवाड़ा गाँव का नाम	जिला : सिरोही खसरा सं.	राज्य : राजस्थान क्षेत्रफल हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
9.	कोदरला (जारी...)	474 474मिन01 (स.भूमि) 474मिन02 474मिन03 474मिन04	0	52	04
		462(स.सड़क)	0	01	11
		460 460मिन01 (स.भूमि) 460मिन02 460मिन03 460मिन04	0	49	49
		440	0	14	22
		441	0	13	80
		439	0	00	42
		442	0	08	56
		357	0	00	20
		358	0	04	54
		459(स.रास्ता)	0	01	42
		350	0	07	00
		349	0	08	10
		348	0	12	74
		347	0	17	97
		345(स.रास्ता)	0	01	75
		315	0	03	30
		314	0	10	54
		316	0	00	20
		313	0	11	22
		311	0	00	55
		312	0	13	01
		305	0	00	30
		307	0	02	59
		306	0	11	61
		300(स.नाला)	0	06	03
		297	0	19	87
		287(स.भूमि)	0	02	96

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
9.	कोदरला (जारी...)	291	0	17	77
10.	रामपुरा	130 130/1	0	10	82
		152	0	05	02
		131	0	06	63
		151	0	24	85
		132	0	00	20
		150	0	16	47
		186	0	03	36
		149	0	14	08
		187	0	00	20
		148	0	14	11
		147	0	00	84
		188	0	14	56
		191	0	10	25
		195	0	17	53
		194	0	09	74
		197	0	00	52
		199	0	02	22
		198	0	07	98
		210	0	14	43
		209मिन01	0	17	05
		72मिन01	0	06	85
		71मिन01	0	13	32
		70मिन01	0	02	57
		224(स.रास्ता)	0	06	62
		225मिन01	0	15	02
		227मिन01	0	13	24
		229मिन01	0	18	87
		230	0	18	79
		232मिन01	0	03	90
		236	0	00	21
		237(स.रास्ता)	0	03	30
		243	0	00	20

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
10.	रामपुरा (जारी...)	238	0	21	53
		239	0	05	63
		295	0	04	09
11.	डूंगरी	297(स.नाला)	0	00	50
		281	0	06	57
		284	0	33	35
		283	0	05	70
		282	0	13	13
		276(स.सड़क)	0	07	65
		164(स.मगरी)	0	11	17
		165(स.रास्ता)	0	02	72
		166	0	05	95
		170	0	14	95
		171	0	06	99
		172	0	14	79
		173	0	07	35
		175	0	07	11
		176	0	01	78
		179(स.रास्ता)	0	03	68
		187	0	02	79
		191	0	10	96
		192	0	08	75
		120	0	11	39
		113	0	18	91
		112	0	03	94
		111	0	18	81
		110	0	00	61
		103	0	00	20
		104	0	09	94
		99	0	03	58
		98	0	07	33
		96	0	03	30
		97मिन	0	01	76
		97/1	0	04	34
		97/2	0	05	62

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
11.	डूंगरी (जारी...)	97/3	0	01	53
		89	0	05	51
		90/2	0	00	60
		90/1	0	02	96
		90मिन	0	02	88
		86	0	03	93
		66(स.रास्ता)	0	02	88
		85	0	00	45
		84(स.नाला)	0	03	42
		83(ग्रा.पं.चारागाह)	0	07	94
		81	0	30	45
		78/1	0	18	25
		78/2	0	22	95
		77	0	00	20
		76(स.रास्ता)	0	03	05
		75(स.नाला)	0	07	31
		71(ग्रा.पं.चारागाह)	0	01	08
		74	0	46	86
12.	बसंतगढ़	1400	0	05	22
		1402	0	06	36
		1404	0	08	72
		1403	0	07	98
		1406	0	24	84
		1405	0	00	20
		1395(स.रास्ता)	0	03	47
		1393	0	00	20
		1390	0	12	34
		1391	0	09	69
		1392	0	05	57
		1374	0	03	61
		1373	0	02	17
		1372	0	05	08
		1368	0	08	81
		1369	0	00	50
		1367	0	12	23

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
12.	बसंतगढ़ (जारी...)	1336(स.नदी)	0	11	84
		1335 1335/1 1335मिन01(स.भूमि)	0	03	01
		1334मिन01	0	19	99
		1334	0	00	57
13.	चवरली	622(ग्रा.पं.चारागाह)	0	21	08
		414(ग्रा.पं.चारागाह) 404(ग्रा.पं.चारागाह)	0	40	16
		410	0	08	01
		409	0	11	26
		401	0	10	49
		378	0	00	25
		400	0	05	29
		379	0	02	29
		399	0	02	57
		380	0	08	49
		381	0	00	94
		382	0	07	29
		383	0	10	95
		384	0	07	19
		385	0	09	60
		272(स.खड्डा/रास्ता)	0	01	38
		273	0	05	47
		276	0	10	73
		277	0	10	60
		281	0	12	27
		280	0	01	05
		283	0	03	07
		284	0	04	76
		286	0	13	93
		285	0	00	20
		291	0	08	78
		292	0	13	75
		304	0	02	88

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
13.	चवरली (जारी...)	305(स.भूमि)	0	32	42
		314	0	00	55
		219(स.मगरी)	0	46	35
		325	0	08	92
		326	0	09	48
		218	0	23	04
		216	0	20	00
		211	0	09	31
		207	0	02	45
		206(स.रास्ता)	0	02	59
		205	0	21	79
14.	अजारी	557	0	28	51
		558	0	11	62
		559	0	05	98
		561(स.मगरी)	0	08	34
		565	0	14	12
		556(स.मगरा)	0	10	31
		566	0	00	33
		569	0	11	56
		570	0	05	54
		571	0	02	86
		572	0	13	53
		573	0	11	57
		574	0	11	42
		575	0	14	61
		576	0	00	59
		577(स.रास्ता)	0	01	04
		599	0	11	75
		600(स.नदी)	0	09	33
		601	0	03	22
		604	0	09	25
		605	0	08	34
		608	0	07	83
		607	0	03	60
		617	0	00	76

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
14.	अजारी (जारी...)	682(स.रास्ता)	0	02	07
		495	0	02	21
		494	0	05	81
		493	0	10	98
		491	0	01	35
		490	0	10	90
		485	0	12	36
		478	0	08	81
		474	0	10	52
		471	0	15	09
		465	0	13	27
		463	0	06	92
		402	0	07	93
		403	0	12	50
		396	0	04	86
		404	0	05	17
		394	0	06	06
		393	0	02	82
		392	0	09	90
		407	0	02	55
		379(स.खालखद्दर)	0	04	39
		378(स.रास्ता)	0	00	90
		377 306	0	00	90
		309	0	04	84
		310	0	06	99
		311	0	13	05
		312	0	07	50
		313	0	07	70
		315	0	12	90
		316	0	02	13
		320	0	01	80
		321	0	08	21
		323	0	06	46
		290(स.नदी)	0	10	91

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
14.	अजारी (जारी...)	289(स.रास्ता)	0	08	23
		266	0	15	04
		265	0	01	38
		263	0	12	91
		262	0	11	22
		257	0	00	20
		274	0	00	78
		261	0	09	97
		258	0	11	28
		255	0	05	20
		254	0	05	80
		252	0	00	23
		253	0	13	06
		773(स.रास्ता)	0	06	79
		767	0	04	61
		766	0	07	32
		768	0	08	83
		210	0	04	24
		201	0	10	85
		200	0	04	22
		776	0	00	34
		782	0	04	85
		783	0	13	00
		784	0	01	43
		792	0	12	15
		794	0	06	45
		796	0	06	86
		802	0	10	90
		803	0	04	51
		810	0	01	62
		808	0	00	31
		809	0	04	44
15.	पिण्डवाड़ा	3381	0	11	95
		3380	0	10	15
		3385	0	00	20

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
15.	पिण्डवाड़ा (जारी...)	3386	0	04	79
		3372	0	00	20
		3387	0	07	52
		3367	0	00	26
		3408	0	04	09
		3409	0	05	31
		3410	0	10	46
		3411	0	04	53
		3412	0	05	85
		3416	0	01	17
		3413	0	03	10
		3415	0	07	76
		3463	0	11	03
		3462	0	10	76
		3461	0	13	55
		3465(स.रास्ता)	0	03	25
		3468	0	11	11
		3477	0	21	24
		3478	0	06	18
		3481 (स.रास्ता)	0	07	53
		3528	0	05	59
		3526	0	11	43
		3525	0	06	15
		3524	0	03	30
		3518	0	17	26
		3519	0	09	05
		3505(स.रास्ता)	0	00	98
		3596	0	06	19
		3596/3881	0	09	36
		3591	0	11	68
		3590	0	08	03
		3602(स.रास्ता)	0	02	60
		3604	0	02	45

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
15.	पिण्डवाड़ा (जारी...)	3603	0	13	42
		3618(स.रास्ता)	0	02	64
		3641	0	00	61
		3640	0	04	20
		3639	0	06	47
		3638	0	07	04
		3637	0	09	71
		3634	0	04	66
		3647	0	05	93
		3633	0	09	98
		3632	0	09	30
		3630(स.रास्ता)	0	01	70
		3625	0	23	39
		3289(सिं.वि.नहर)	0	06	00
		3273	0	10	52
		3274	0	12	05
		3275(स.रास्ता)	0	03	23
		3280	0	01	39
		3279	0	09	72
		3278	0	04	81
		3228	0	00	20
		3224	0	00	20
		3276	0	05	33
		3761(स.रास्ता)	0	03	09
		3758	0	13	85
		3766	0	10	42
		3767	0	08	38
		808(स.रास्ता)	0	01	56
		891	0	09	52
		890	0	02	17
		878	0	08	77
		879	0	10	50
		872	0	06	40

जारी

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
15.	पिण्डवाड़ा (जारी...)	866	0	11	17
		862	0	02	99
		861	0	07	72
		899(स.रास्ता)	0	08	62
		912/1 912मिन01	0	12	14
		911/1 911मिन01	0	05	23
		913	0	00	30
		930(स.नाला)	0	08	03
		960	0	11	89
		956	0	06	66
		955	0	06	86
		954	0	10	20
		952	0	08	01
		951	0	00	20
		971	0	06	60
		972	0	00	75
		945	0	21	59
		944	0	04	82
		942	0	09	02
		943	0	00	45
		937	0	06	98
		936	0	00	20
		1051(स.रास्ता)	0	00	20
		807(सिं.वि.नहर)	0	02	58
		1059(सिं.वि.नहर)	0	00	20
		1060(स.रास्ता)	0	01	76
		1348(सिं.वि.नहर)	0	00	36
		1061	0	04	84
		1062	0	00	20
		1067	0	09	90
		1065	0	01	35
		1066	0	02	16
		1070	0	00	29

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
15.	पिण्डवाड़ा (जारी...)	1074	0	20	52
		1076	0	00	54
		1082	0	05	35
		1078	0	02	83
		1079	0	04	46
		1081	0	04	43
		1080	0	00	25
		1091	0	02	92
		1092	0	16	57
		1113(स.रास्ता)	0	02	46
		1172	0	11	25
		1207	0	10	21
		1208	0	08	92
		1206	0	00	40
		1205	0	04	86
		1209	0	00	20
		1210	0	11	87
		1211	0	04	68
		1217	0	03	32
		1216	0	12	81
		1215	0	00	50
		1213	0	01	27
		1214	0	08	95
		1223	0	04	08
		1224(स.रास्ता)	0	05	47
		1249	0	09	22
		1250	0	02	09
		1252	0	00	20
		1251	0	10	70
		1254	0	10	53
		587(वनविभाग सड़क)	0	08	88
		586(स.भूमि)	0	01	67
		1255	0	12	38

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
15.	पिण्डवाड़ा (जारी...)	1256	0	17	33
		574(स.रास्ता)	0	04	76
		1257	0	14	82
		1259	0	12	16
		1260	0	10	58
		83(वनविभाग)	0	00	50
		573(न.पा.चारागाह) 573मिन01(न.पा.)	0	06	78
		572(पी.डब्ल्यू.डी.सड़क)	0	06	55
		87(न.पा.चारागाह)	1	69	74
		88(स.नाला)	0	05	36
		89(न.पा.)	1	19	86
		66(वनविभाग नाला)	0	04	74
		64(न.पा.चारागाह)	3	63	52
16.	सादलवा	344	0	05	40
		341(स.नाला)	0	01	87
		345	0	08	31
		347	0	00	49
		346	0	23	47
		348	0	20	63
		359(स.रास्ता)	0	10	32
		328	0	49	23
		327	0	21	87
		326(स.नाला)	0	07	17
		197	0	13	65
		198	0	15	63
		199	0	17	19
		200(स.रास्ता)	0	01	55
		201(ग्रा.पं.चारागाह)	0	42	32
		268(स.नाला)	0	00	20
		266	0	16	15
		265(स.रास्ता)	0	04	63
		239	0	22	56

तहसील : पिण्डवाड़ा		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
16.	सादलवा (जारी...)	240	0	11	40
		241	0	11	22
		242	0	04	56
		246	0	22	60
		247	0	00	20
17.	आमली	2(ग्रा.पं.चारागाह)	0	38	62
		3	0	17	35
		57(ग्रा.पं.चारागाह)	0	94	54

[फा. सं. आर-31015/46/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 11th November, 2004

S.O.2979.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi , a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub- section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority , Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, 16 Krishna Vihar, Near Narayan Niwas, Gopalpura Bye-pass Road, Jaipur – 302018 (Rajasthan).

SCHEDULE

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	**KASINDRA**	155(G/L Khalkaddar)	0	04	13
		156(G/L Nala)	0	03	14
		158	0	02	15
		159	0	10	32
		160	0	04	32
		142	0	06	72
		141	0	10	36
		136	0	05	91
		135	0	12	91
		126	0	14	00
		124	0	00	43
		128	0	00	20
		127	0	10	32
		122Min01	0	03	43
		114(G/L Nala)	0	04	50
		106	0	12	32
		107	0	06	87
		105	0	02	59
		108	0	13	35
		109	0	09	52
		102	0	13	41
		94	0	02	25
		95	0	09	96
		96	0	00	57
		97(G/L Khalkaddar)	0	09	42
		98	0	04	29
		176(G/L River)	0	10	05
		191	0	03	16
		195	0	14	02
		194	0	01	09
		193	0	06	33
		196	0	09	82
		215(G/L Cart Track)	0	02	75

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	KASINDRA (Contd...)	214	0	01	88
		228	0	01	26
		213	0	22	61
		229	0	00	21
		232	0	24	84
		240	0	02	11
		241	0	00	20
		239	0	05	29
		243	0	10	24
		244/498	0	21	84
		245	0	01	23
		261/497	0	15	74
		261Min01(G/L Khalkhaddar)	0	07	20
		261/475	0	07	48
		261/1	0	10	33
		389/470	0	07	14
		389/471	0	10	28
		389/486	0	00	76
		375/437	0	21	02
		375/434	0	04	27
		375/468	0	05	34
		375Min01	0	01	80
		375/493	0	01	08
		374	0	02	05
		375/438	0	00	20
		359(G/L Cart Track)	0	04	36
		357	0	03	20
		356	0	20	84
		355	0	18	17
		348	0	01	15
		361(G/L Nala)	0	01	69
		362Min01(G/P Pasture) 362/429(P.W.D.Road)	0	54	29
2.	ACHPURA	315	0	30	17
		316	0	30	33

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
2.	ACHPURA (Contd...)	319	0	00	40
		317(G/L Cart Track)	0	02	65
		301	0	12	50
		303	0	10	81
		305	0	04	27
		304Min	0	12	32
		290min 290/1 290/2 290/3 290/4	0	32	56
		278	0	24	72
		277	0	04	38
		276(G/P Pasture)	0	50	61
3.	SANGWARA	376(G/L)	0	24	54
		355(G/L) 355Min	0	00	43
		356/1 356(G/L)	0	18	35
		357	0	09	21
		375	0	26	00
		373/1	0	21	26
		371	0	00	62
		372	0	16	84
		330(G/L)	0	22	06
		327	0	12	05
		328	0	00	20
		325(G/L Nala)	0	04	95
		324	0	06	55
		216(G/L Nala)	0	15	50
		215(G/L)	0	02	85
		210	0	05	63
		209	0	13	08
		208	0	07	47
		207	0	00	25
		193(G/P Pasture)	1	05	13

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
3.	SANGWARA (Contd...)	142	0	41	56
		141/1	0	09	38
		135	0	20	12
		136/1	0	17	45
		166(G/L Cart Track)	0	09	64
		54	0	14	35
		58	0	19	74
		35	0	16	24
		33	0	12	21
		28	0	18	44
		27	0	06	83
		27/386	0	04	71
		26	0	00	27
		25	0	00	38
		90(G/L Cart Track)	0	29	34
		91	0	00	20
		101(G/L Nala)	0	01	58
4.	PHULABAI KHEDA	576(G/L Nala) 576/651	0	02	35
		577Min01	0	18	24
		589	0	30	08
		591	0	30	47
		588	0	00	20
		587	0	13	97
		585	0	19	16
		544(G/L Cart Track)	0	01	57
		541	0	08	20
		515/648	0	30	60
		540	0	00	20
		515(G/L Nala)	0	24	37
		494	0	07	83
		493	0	08	54
		488	0	30	09
		484	0	17	57
		486	0	00	20

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
4.	PHULABAI KHEDA (Contd...)	462/2	0	30	17
		461	0	22	18
		460	0	22	36
		458	0	22	94
		454	0	32	70
5.	KACHHOLI	830	0	29	64
		831	0	01	98
		834	0	16	99
		835	0	00	71
		836	0	15	10
		783(G/L Cart Track)	0	02	02
		768	0	20	11
		767	0	29	45
		771	0	01	05
		770	0	04	22
		765	0	01	15
		678(P.W.D. Road)	0	01	42
		674	0	00	20
		673	0	11	93
		668	0	11	13
		675	0	00	32
		667	0	12	23
		665	0	00	69
		666	0	10	89
		647(G/L Cart Track)	0	01	71
		548	0	17	30
		546	0	10	67
		544	0	04	48
		542	0	02	28
		543	0	03	26
		537	0	08	75
		538	0	00	42
		539	0	00	30
		533	0	01	47
		540	0	11	98

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
5.	**KACHHOLI (Contd...)**	530	0	02	96
		541	0	03	43
		523	0	08	40
		669(G/L River)	0	18	72
		845(G/L River)	0	30	18
6.	**PATUMBARI**	94(G/L River)	0	30	29
		95(G/L Cart Track)	0	03	38
		108	0	09	25
		109	0	07	50
		110	0	05	25
		111	0	00	77
		120	0	00	20
		112	0	04	40
		113	0	06	32
		114	0	06	91
		115	0	03	69
		115/193	0	05	18
		104	0	13	40
		103	0	05	53
		102	0	01	54
		151	0	24	66
		152	0	25	37
		153	0	01	81
		154(G/L Magri)	0	02	48
		83	0	06	05
		155(G/L Magri)	0	37	38
		161	0	20	50
		162	0	10	08
		160(G/L Cart Track)	0	01	72
		159	0	11	26
		158(G/L Cart Track)	0	03	29
		64	0	06	63
		61	0	00	39
		56	0	22	34
		53	0	03	26

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
6.	**PATUMBARI (Contd...)**	57	0	08	26
		58	0	08	42
		52	0	03	79
		49(G/L Nala)	0	05	21
		44	0	00	25
		45	0	05	65
		46	0	22	30
		47	0	01	94
		40(G/L Nala)	0	02	93
		48	0	00	20
		39	0	13	93
		15	0	01	80
		14	0	06	88
		13	0	06	43
		11	0	00	36
		12	0	05	81
7.	**BHAVRI**	623	0	08	16
		622	0	06	80
		621	0	06	37
		617	0	06	52
		618	0	01	71
		620	0	09	31
		619	0	08	71
		555(G/L Khalkhaddar)	0	11	48
		553	0	07	95
		440(G/L Khalkhaddar) 439(G/L Cart Track)	0	03	66
		551(G/L Khalkhaddar)	0	18	48
		624(G/L Nala)	0	05	70
		548	0	01	89
		547	0	01	90
		546	0	01	89
		545	0	01	70
		441(G/L Cart Track)	0	03	38
		435	0	07	95

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7.	BHAVRI (Contd...)	438	0	00	20
		436	0	03	66
		434	0	11	89
		433	0	00	30
		432	0	00	31
		431	0	05	15
		427(G/L Cart Track)	0	01	85
		426	0	04	13
		425	0	09	11
		424	0	08	54
		423	0	09	09
		421	0	00	58
		422	0	06	28
		781(G/L Khalkhaddar)	0	01	77
		785(G/L Cart Track)	0	00	82
		805	0	05	50
		806	0	11	44
		807	0	06	17
		808	0	05	11
		809	0	04	95
		810	0	03	40
		811	0	01	12
		816	0	05	22
		814	0	08	13
		821	0	07	08
		824	0	08	63
		826	0	06	61
		825	0	00	20
		829(P.W.D. Road)	0	06	75
		1017Min01	0	09	00
		1018	0	10	34
		1023Min01	0	08	29
		1052/2056(G/L Khalkhaddar)	0	05	44
		1052/2154 } 1052/2057 }	0	00	44

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7.	BHAVRI (Contd...)	1053	0	09	22
		1052/2168	0	01	79
		1024	0	00	67
		1054	0	00	20
		1062	0	04	90
		1063	0	02	60
		1066	0	20	17
		1069	0	00	35
		1070	0	00	20
		1071(G/LCart track)	0	02	07
		1075	0	05	85
		1074	0	13	18
		1077	0	08	28
		1073	0	01	00
		1078	0	10	41
		265(G/L Nala)	0	05	99
		236	0	00	47
		234	0	05	01
		231	0	01	33
		233	0	06	36
		232	0	07	37
		230	0	05	74
		227	0	05	76
		225	0	13	20
		224	0	11	02
		187(G/L Nala)	0	03	30
8.	DHANARI	1513(G/L KhalKhaddar)	0	03	16
		1514	0	14	17
		1519	0	11	62
		1520	0	06	56
		1521	0	12	50
		1522	0	05	82
		1525	0	12	62
		1527	0	12	79
		1529	0	16	29

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
8.	**DHANARI (Contd...)**	1533	0	03	63
		1534	0	00	67
		1477	0	00	20
		1535	0	18	02
		1541	0	01	02
		1542	0	08	83
		1543	0	08	14
		1540	0	02	93
		1444	0	19	86
		1415	0	01	84
		1416	0	04	60
		1414	0	01	61
		1413	0	00	20
		1417	0	03	22
		1418	0	08	63
		1419	0	08	37
		1420	0	02	78
		1412(G/L Khalkhaddar)	0	04	05
		1688(P.W.D.Road)	0	01	97
		1689	0	12	02
		1691	0	07	85
		1692	0	06	92
		1693	0	05	89
		1697	0	07	07
		1698(G/L Cart Track)	0	01	15
		1704	0	07	99
		1705	0	13	31
		1719	0	09	05
		1717	0	00	33
		1718	0	07	35
		1731	0	10	90
		In Between Svy No.1731 & 605(G/L Cart Track)	0	00	62
		605	0	15	15
		604	0	16	48
		151(P.W.D.Road)	0	05	30

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
8.	**DHANARI (Contd...)**	528	0	07	15
		1751(G/L Nala)	0	01	39
		527	0	08	18
		526	0	02	05
		525(G/L Nala)	0	03	12
		523	0	00	52
		522	0	10	83
		518	0	12	40
		517	0	00	20
		516	0	06	55
		515	0	06	53
		510	0	07	28
		507	0	08	47
		506	0	08	35
		473(G/L Cart Track)	0	02	75
		462	0	03	12
		463	0	08	80
		461	0	11	82
		459	0	06	61
		456	0	09	81
		455	0	09	19
		451	0	06	25
		450(G/L Khalkhaddar)	0	11	42
		449	0	01	18
		447(P.W.D.Road)	0	01	13
		446	0	18	58
		444(Irrig. Deptt.Canal)	0	08	63
		445(Irrig. Deptt.)	0	00	20
		435(Irrig. Deptt.)	0	05	24
		434(Irrig. Deptt.)	0	08	92
		433(Irrig. Deptt.)	0	03	76
		429(Irrig. Deptt.)	0	00	20
		436	0	20	26
		369	0	01	71
		368	0	07	44
		370	0	04	33

Tehsil : PINDWARA		District : SIRHOI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
8.	DHANARI (Contd...)	372	0	07	37
		364	0	00	58
		363	0	03	24
		362	0	04	42
		360	0	06	48
		374(G/L Cart Track)	0	01	52
		375	0	06	81
		376	0	06	77
		377	0	20	88
		384	0	16	72
		382	0	12	05
		383	0	05	42
		380	0	26	06
		2119/337(Railway Deptt.) 2120/337(Railway Deptt.) 2117/337(Railway Deptt.)	0	06	36
		196	0	15	16
		205(G/P Pasture)	0	42	14
		166(G/L Nala)	0	02	93
9.	KODARLA	522(G/L Nala)	0	02	90
		527	0	08	15
		526	0	11	88
		521(G/L Nala)	0	02	61
		513	0	00	27
		512	0	13	83
		509	0	15	91
		504	0	27	46
		481	0	05	80
		482	0	07	20
		483	0	06	76
		484	0	00	20
		479(G/L)	0	10	02
		478(G/L)	0	17	16
		477 477Min01(G/L)	0	20	97
		473/2	0	20	33
		473/3	0	13	13

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
9.	**KODARLA (Contd...)**	474			
		474Min01(G/L)			
		474Min02	0	52	04
		474Min03			
		474Min04			
		462(G/L Road)	0	01	11
		460			
		460Min01(G/L)			
		460Min02	0	49	49
		460Min03			
		460Min04			
		440	0	14	22
		441	0	13	80
		439	0	00	42
		442	0	08	56
		357	0	00	20
		358	0	04	54
		459(G/L Cart Track)	0	01	42
		350	0	07	00
		349	0	08	10
		348	0	12	74
		347	0	17	97
		345(G/L Cart Track)	0	01	75
		315	0	03	30
		314	0	10	54
		316	0	00	20
		313	0	11	22
		311	0	00	55
		312	0	13	01
		305	0	00	30
		307	0	02	59
		306	0	11	61
		300(G/L Nala)	0	06	03
		297	0	19	87
		287(G/L)	0	02	96

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
9.	KODARLA (Contd...)	291	0	17	77
10.	RAMPURA	130 130/1	0	10	82
		152	0	05	02
		131	0	06	63
		151	0	24	85
		132	0	00	20
		150	0	16	47
		186	0	03	36
		149	0	14	08
		187	0	00	20
		148	0	14	11
		147	0	00	84
		188	0	14	56
		191	0	10	25
		195	0	17	53
		194	0	09	74
		197	0	00	52
		199	0	02	22
		198	0	07	98
		210	0	14	43
		209Min01	0	17	05
		72Min01	0	06	85
		71Min01	0	13	32
		70Min01	0	02	57
		224(G/L Cart Track)	0	06	62
		225Min01	0	15	02
		227Min01	0	13	24
		229Min01	0	18	87
		230	0	18	79
		232Min01	0	03	90
		236	0	00	21
		237(G/L Cart Track)	0	03	30
		243	0	00	20

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
10.	**RAMPURA (Contd...)**	238	0	21	53
		239	0	05	63
		295	0	04	09
11.	**DUNGRI**	297(G/L Nala)	0	00	50
		281	0	06	57
		284	0	33	35
		283	0	05	70
		282	0	13	13
		276(G/L Road)	0	07	65
		164(G/L Magri)	0	11	17
		165(G/L Cart Track)	0	02	72
		166	0	05	95
		170	0	14	95
		171	0	06	99
		172	0	14	79
		173	0	07	35
		175	0	07	11
		176	0	01	78
		179(G/L Cart Track)	0	03	68
		187	0	02	79
		191	0	10	96
		192	0	08	75
		120	0	11	39
		113	0	18	91
		112	0	03	94
		111	0	18	81
		110	0	00	61
		103	0	00	20
		104	0	09	94
		99	0	03	58
		98	0	07	33
		96	0	03	30
		97Min	0	01	76
		97/1	0	04	34
		97/2	0	05	62

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
11.	DUNGRI (Contd...)	97/3	0	01	53
		89	0	05	51
		90/2	0	00	60
		90/1	0	02	96
		90Min	0	02	88
		86	0	03	93
		66(G/L Cart Track)	0	02	88
		85	0	00	45
		84(G/L Nala)	0	03	42
		83(G/P Pasture)	0	07	94
		81	0	30	45
		78/1	0	18	25
		78/2	0	22	95
		77	0	00	20
		76(G/L Cart Track)	0	03	05
		75(G/L Nala)	0	07	31
		71(G/P Pasture)	0	01	08
		74	0	46	86
12.	BASANTGARH	1400	0	05	22
		1402	0	06	36
		1404	0	08	72
		1403	0	07	98
		1406	0	24	84
		1405	0	00	20
		1395(G/L Cart Track)	0	03	47
		1393	0	00	20
		1390	0	12	34
		1391	0	09	69
		1392	0	05	57
		1374	0	03	61
		1373	0	02	17
		1372	0	05	08
		1368	0	08	81
		1369	0	00	50
		1367	0	12	23

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
12.	BASANTGARH (Contd...)	1336(G/L River)	0	11	84
		1335 1335/1 1335Min01(G/L)	0	03	01
		1334Min01	0	19	99
		1334	0	00	57
13.	CHAVARLI	622(G/P Pasture)	0	21	08
		414(G/P Pasture) 404(G/P Pasture)	0	40	16
		410	0	08	01
		409	0	11	26
		401	0	10	49
		378	0	00	25
		400	0	05	29
		379	0	02	29
		399	0	02	57
		380	0	08	49
		381	0	00	94
		382	0	07	29
		383	0	10	95
		384	0	07	19
		385	0	09	60
		272(G/L Khadda/Cart Track)	0	01	38
		273	0	05	47
		276	0	10	73
		277	0	10	60
		281	0	12	27
		280	0	01	05
		283	0	03	07
		284	0	04	76
		286	0	13	93
		285	0	00	20
		291	0	08	78
		292	0	13	75
		304	0	02	88

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sl. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
13.	CHAVARLI (Contd...)	305(G/L)	0	32	42
		314	0	00	55
		219(G/L Magri)	0	46	35
		325	0	08	92
		326	0	09	48
		218	0	23	04
		216	0	20	00
		211	0	09	31
		207	0	02	45
		206(G/L Cart Track)	0	02	59
		205	0	21	79
14.	AJARI	557	0	28	51
		558	0	11	62
		559	0	05	98
		561(G/L Magri)	0	08	34
		565	0	14	12
		556(G/L Magra)	0	10	31
		566	0	00	33
		569	0	11	56
		570	0	05	54
		571	0	02	86
		572	0	13	53
		573	0	11	57
		574	0	11	42
		575	0	14	61
		576	0	00	59
		577(G/L Cart Track)	0	01	04
		599	0	11	75
		600(G/L River)	0	09	33
		601	0	03	22
		604	0	09	25
		605	0	08	34
		608	0	07	83
		607	0	03	60
		617	0	00	76

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
14.	AJARI (Contd...)	682(G/L Cart Track)	0	02	07
		495	0	02	21
		494	0	05	81
		493	0	10	98
		491	0	01	35
		490	0	10	90
		485	0	12	36
		478	0	08	81
		474	0	10	52
		471	0	15	09
		465	0	13	27
		463	0	06	92
		402	0	07	93
		403	0	12	50
		396	0	04	86
		404	0	05	17
		394	0	06	06
		393	0	02	82
		392	0	09	90
		407	0	02	55
		379(G/L Khalkhaddar)	0	04	39
		378(G/L Cart Track)	0	00	90
		377 306 }	0	00	90
		309	0	04	84
		310	0	06	99
		311	0	13	05
		312	0	07	50
		313	0	07	70
		315	0	12	90
		316	0	02	13
		320	0	01	80
		321	0	08	21
		323	0	06	46
		290(G/L River)	0	10	91

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sl. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
14.	**AJARI (Contd...)**	289(G/L Cart Track)	0	08	23
		266	0	15	04
		265	0	01	38
		263	0	12	91
		262	0	11	22
		257	0	00	20
		274	0	00	78
		261	0	09	97
		258	0	11	28
		255	0	05	20
		254	0	05	80
		252	0	00	23
		253	0	13	06
		773(G/L Cart Track)	0	06	79
		767	0	04	61
		766	0	07	32
		768	0	08	83
		210	0	04	24
		201	0	10	85
		200	0	04	22
		776	0	00	34
		782	0	04	85
		783	0	13	00
		784	0	01	43
		792	0	12	15
		794	0	06	45
		796	0	06	86
		802	0	10	90
		803	0	04	51
		810	0	01	62
		808	0	00	31
		809	0	04	44
15.	**PINDWARA**	3381	0	11	95
		3380	0	10	15
		3385	0	00	20

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sl. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
15.	PINDWARA (Contd...)	3386	0	04	79
		3372	0	00	20
		3387	0	07	52
		3367	0	00	26
		3408	0	04	09
		3409	0	05	31
		3410	0	10	46
		3411	0	04	53
		3412	0	05	85
		3416	0	01	17
		3413	0	03	10
		3415	0	07	76
		3463	0	11	03
		3462	0	10	76
		3461	0	13	55
		3465(G/L Cart Track)	0	03	25
		3468	0	11	11
		3477	0	21	24
		3478	0	06	18
		3481(G/L Cart Track)	0	07	53
		3528	0	05	59
		3526	0	11	43
		3525	0	06	15
		3524	0	03	30
		3518	0	17	26
		3519	0	09	05
		3505(G/L Cart Track)	0	00	98
		3596	0	06	19
		3596/3881	0	09	36
		3591	0	11	68
		3590	0	08	03
		3602(G/L Cart Track)	0	02	60
		3604	0	02	45

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
S.. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
15.	PINDWARA (Contd...)	3603	0	13	42
		3618(G/L Cart Track)	0	02	64
		3641	0	00	61
		3640	0	04	20
		3639	0	06	47
		3638	0	07	04
		3637	0	09	71
		3634	0	04	66
		3647	0	05	93
		3633	0	09	98
		3632	0	09	30
		3630(G/L Cart Track)	0	01	70
		3625	0	23	39
		3289(Irrig.Deptt.Canal)	0	06	00
		3273	0	10	52
		3274	0	12	05
		3275(G/L Cart Track)	0	03	23
		3280	0	01	39
		3279	0	09	72
		3278	0	04	81
		3228	0	00	20
		3224	0	00	20
		3276	0	05	33
		3761(G/L Cart Track)	0	03	09
		3758	0	13	85
		3766	0	10	42
		3767	0	08	38
		808(G/L Cart Track)	0	01	56
		891	0	09	52
		890	0	02	17
		878	0	08	77
		879	0	10	50
		872	0	06	40

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
Sl. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
15.	PINDWARA (Contd...)	866	0	11	17
		862	0	02	99
		861	0	07	72
		899(G/L Cart Track)	0	08	62
		912/1 912Min01	0	12	14
		911/1 911Min01	0	05	23
		913	0	00	30
		930(G/L Nala)	0	08	03
		960	0	11	89
		956	0	06	66
		955	0	06	86
		954	0	10	20
		952	0	08	01
		951	0	00	20
		971	0	06	60
		972	0	00	75
		945	0	21	59
		944	0	04	82
		942	0	09	02
		943	0	00	45
		937	0	06	98
		936	0	00	20
		1051(G/L Cart Track)	0	00	20
		807(Irrg.Deptt.Canal)	0	02	58
		1059(Irrg.Deptt.Canal)	0	00	20
		1060(G/L Cart Track)	0	01	76
		1348(Irrg.Deptt.Canal)	0	00	36
		1061	0	04	84
		1062	0	00	20
		1067	0	09	90
		1065	0	01	35
		1066	0	02	16
		1070	0	00	29

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
S. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
15.	**PINDWARA (Contd...)**	1074	0	20	52
		1076	0	00	54
		1082	0	05	35
		1078	0	02	83
		1079	0	04	46
		1081	0	04	43
		1080	0	00	25
		1091	0	02	92
		1092	0	16	57
		1113(G/L Cart Track)	0	02	46
		1172	0	11	25
		1207	0	10	21
		1208	0	08	92
		1206	0	00	40
		1205	0	04	86
		1209	0	00	20
		1210	0	11	87
		1211	0	04	68
		1217	0	03	32
		1216	0	12	81
		1215	0	00	50
		1213	0	01	27
		1214	0	08	95
		1223	0	04	08
		1224(G/L Cart Track)	0	05	47
		1249	0	09	22
		1250	0	02	09
		1252	0	00	20
		1251	0	10	70
		1254	0	10	53
		587(Forest Deptt.Road)	0	08	88
		586(G/L)	0	01	67
		1255	0	12	38

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
S.. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
15.	PINDWARA (Contd...)	1256	0	17	33
		574(G/L Cart Track)	0	04	76
		1257	0	14	82
		1259	0	12	16
		1260	0	10	58
		83(Forest Deptt.)	0	00	50
		573(N/P Pasture) 573Min01(N/ P)	0	06	78
		572(P.W.D. Road)	0	06	55
		87(N/ P Pasture)	1	69	74
		88(G/L Nala))	0	05	36
		89(N/ P)	1	19	86
		66(Forest Deptt.Nala)	0	04	74
		64(N/ P Pasture)	3	63	52
16.	SADALWA	344	0	05	40
		341(G/L Nala)	0	01	87
		345	0	08	31
		347	0	00	49
		346	0	23	47
		348	0	20	63
		359(G/L Cart Track)	0	10	32
		328	0	49	23
		327	0	21	87
		326(G/L Nala)	0	07	17
		197	0	13	65
		198	0	15	63
		199	0	17	19
		200(G/L Cart Track)	0	01	55
		201(G/P Pasture)	0	42	32
		268(G/L Nala)	0	00	20
		266	0	16	15
		265(G/L Cart Track)	0	04	63
		239	0	22	56

Tehsil : PINDWARA		District : SIROHI	State : RAJASTHAN		
S. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
16.	SADALWA (Contd...)	240	0	11	40
		241	0	11	22
		242	0	04	56
		246	0	22	60
		247	0	00	20
17.	AMLI	2(G/P Pasture)	0	38	62
		3	0	17	35
		57(G/P Pasture)	0	94	54

[No. R-31015/46/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 17 नवम्बर, 2004

का. आ. 2980.– केन्द्र सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में राजस्थान राज्य के राज्यक्षेत्र के भीतर, उक्त अधिनियम के अधीन मांगल्या (इन्दौर) से पियाला /बिजवासन तक भारत पेट्रोलियम कॉरपोरेशन लिमिटेड (बीपीसीएल) की मुम्बई -मांगल्या पाइपलाइन विस्तार परियोजना के लिए बीपीसीएल में प्रतिनियुक्ति पर श्री दीपक नंदी, अतिरिक्त मुख्य कार्यकारी अधिकारी, जिला परिषद, कोटा, राजस्थान सरकार को सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है ।

[फा. सं. आर-31015/8/2004-ओ.आर.-II]
हरीश कुमार, अवर सचिव

New Delhi, the 17th November, 2004

S. O. 2980.— In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises Shri Deepak Nandi, Additional Chief Executive Officer, Zila Parishad, Kota, Government of Rajasthan on deputation to Bharat Petroleum Corporation Limited (BPCL) to perform the functions of the competent authority for BPCL's Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) to Piyala/ Bijwasan, under the said Act, within the territory of the State of Rajasthan.

[No. R-31015/8/2004-O.R.-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2981.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 228/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 19th October, 2004

S.O. 2981.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 228/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 228/2001

(Old I.D. No. 28/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Smt. V. Yadamma,
W/o V. Narsaiah
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
The Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.
2. The Senior Regional Manager,
The Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.
3. The President,
The Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 28/1999 and renumbered in this Court as L. C. I. D. No. 228/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and she was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the

R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3. That if any amount is pending in GPF she should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of her services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, she is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted her EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97 Direct Payment System has been introduced in Food Corporation of India owned depots. As she is not a member of the society her name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially she was appointed as casual labour in the month of January 1993 and she was being paid Rs. 16 per day. Her appointment was continued till 31-3-97 and she was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, she made an application with other casual labourers individually to regularize her services in the year 1997. Without any enquiry or notice she was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring her application. Identity card is Ex. W1. That she worked under Mr. Agoram and Mr. Narasaiah, Technical Assistants, Mr. Mohd. Gouse and Sk. Mohammad, Dust Operators. That she and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. She prays that he may be reinstated.

9. In the cross examination she deposed that her duties are cleaning, spraying of insecticides, covering the foodgraining etc. keep the premises and the directions of Dust operators and technical assistants. That she worked from August, 1993 to June, 1997. That she did not work under R3 but R1. That she had no connection with R3 society at any point of time. Ex. W1 was in the letter head of R3. The president of R3 Sri Orsu Komaraiah signed Ex. W1. She denied that she was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. She has no record to show that R1 paid wages. She denied the suggestion that she never worked with R1 and R2. She has nothing except Ex. W1 to show that she worked under R1 and R2. She knows that the Direct Payment System was introduced in Food Corporation of India. She denied that she had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. She is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with her 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. She denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. She denied that she is not eligible for absorption in Direct Payment System. It is not true to say that she is not eligible for absorption in Direct Payment System as she has not put in minimum days in her service that is why she is not eligible under Direct Payment System. She does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. She was not issued with any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India Workers Union, at All India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers during the relevant time, the list is Ex. M3 and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner never worked with R3 at all. That the contract

labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer she is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite parties No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to her termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and she was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that she worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That her EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto

12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services were terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of her termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F He also relied on 1989 2 ALD page 420 Division Bench it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that she is working from January 1993 and worked till March, 1997. She and there are 28 other persons like her who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that she was working as contract labour under R3. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. It is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any

documents. Ex. W1 is signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but she is unable to substantiate as to how many days she has worked. One thing is very clear that as Ex. W1 was issued it may be safely presumed that atleast she was working and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give her EPF number also and could not prove satisfactorily as to how many days she worked. But one thing is sure that she did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour her name shall be given preference and R3 shall send her name taking her seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Smt V. Yadamma	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. LR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2982.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 229/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2982.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 229/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 229/2001

(Old I.D. No. 27/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Smt K. Prameela,
W/o Srinivas,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
   Food Corporation of India,
   Millers Association Building,
   Hunter Road,
   Warangal.

2. The Senior Regional Manager,
   Food Corporation of India,
   Regional Office, III Floor,
   HACA Bhavan,
   Hyderabad.

3. The President,
   Food Corporation of India,
   Hamalies Labour Contract Co-op.
   Society Ltd.,
   C/o F.C.I. Godowns,
   Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 27/1999 and renumbered in this Court as L. C. I. D. No. 229/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and she was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner alongwith other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3. That if any amount is pending in GPF she should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers

already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned Labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers' Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of her services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite parties No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, she is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted her EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters' letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As she is not a member of the society her name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined her self as WW1 and deposed that initially she was appointed as casual labour in the month of January 1993 and she was being paid Rs. 16 per day. Her appointment was continued till 31-3-97 and she was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, she made an application with other casual labourers individually to regularize her services in the year 1997. Without any enquiry or notice she was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring her application. Identity Card is Ex. W1. That she worked under Mr. Shyam Sunder, A.D.O.S., Mr. Gopal Reddy, Dust Operators. That she and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. She prays that she may be reinstated.

9. In the cross examination she deposed that her duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust Operators and technical assistants. That she worked from August, 1993 to June, 1997. That she did not work under R3 but R1. That she had no connection with R3 society at any point of time. Ex. W1 was in the letter head of R3. The president of R3 Sri Orsu Komaraiah signed Ex. W1. She denied that she was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. She has no record to show that R1 paid wages. She denied the suggestion that she never worked with R1 and R2. She has nothing except Ex. W1 to show that she worked under R1 and R2. She knows that the Direct Payment System was introduced in Food Corporation of India. She denied that she had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. She is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with her 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. She denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. She denied that she is not eligible for absorption in Direct Payment System. It is not true to say that she is not eligible for absorption in Direct Payment System as she has not put in minimum days in her service that is why she is not eligible under Direct Payment System. She does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. She was not issued with any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made

applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross-examination, he deposed that identity card was given by R3 society The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioner were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, during the relevant time, the list is Ex. M3 and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner never worked with R3 at all. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer she is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross-examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason.

The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to her termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicant. The suppression of material documents by the R1 to R3 amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and she was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that she worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That her EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services were terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of her termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be

absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that she is working from January 1993 and worked till March, 1997. She and there are 28 other persons like her who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that she was working as contract labour under R3. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. It is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. No doubt, even R3 out rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but she is unable to substantiate as to how many days she has worked. One thing is very clear that as Ex. W1 was issued, it may be safely presumed that atleast she was working and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give her EPF number also and could not prove satisfactorily as to how many days she worked. But one thing is sure that she did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour her name shall be given preference and R3 shall send her name taking her seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Smt V. Prameela	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2983.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 231/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2983.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 231/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail; B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 231/2001

(Old I.D. No. 32/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri K. Venkatshwarulu
S/o Yellaiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocate Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.
2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.
3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 32/1999 and renumbered in this Court as L. C. I. D. No. 231/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1983 as casual labour and he was drawing wages Rs. 16 per day but receiving

the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite parties No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97, Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India,

Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Gopal Reddy, Mr. Sheik Mohammad and Mr. Md. Gouse, Dust Operators, Mr. Agoram, Mr. Narsaiah, Technical Assistants. That he and others got issued a legal notice. Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the foodgraining etc., keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied that the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing

to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Co-operative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite parties No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was

introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996-97. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 (2) ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 (2) ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I.D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if

somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others *Vs.* National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 was issued, therefore, it may be safely presumed that atleast he was working and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons, when it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri K. Venkateshwarlu	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2984.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 233/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल-22013/1/2004-आई.आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2984.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 233/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 233/2001

(Old I.D. No. 31/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri M. Sudhakar,
S/o. Rathnam,
C/o. Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op. Society Ltd.,
C/o. F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act. 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR (C-II) dated 18-10-2001 bearing I.D. No. 31/1999 and renumbered in this Court as L.C.I.D. No. 233/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours Hamalies who worked under the control of the Repondent become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been

effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 except for 27 days and 23 days during February, 1995 and February, 1996 respectively. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for pernament appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97, Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Osman, Mr. Ramachandra Reddy, Technical Assistants and Mr. Ramaswamy, Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust Operators and Technical Assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct

Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has not worked with R3 except for 27 days and 23 days during February, 1995 and February, 1996 respectively. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the

Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite parties No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services were terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held : lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has not worked for R3 except for 27 days and 23 days during February, 1995 and February, 1996 respectively. No doubt, even R3 outrightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure

that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that sone relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri M. Sudhakar	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97dt 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2985.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 234/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल-22013/1/2004-आई.आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2985.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 234/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 234/2001

(Old I.D. No. 25/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri N. Srinivas,
S/o. Venkataiah,
C/o. Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o. F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR (C-II) dated 18-10-2001 bearing I.D. No. 25/1999 and renumbered in this Court as L.C.I,D. No. 234/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16/- per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46/- per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Repondent become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers

for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97, Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under S/Sri Khannan, Palanvelu, M. B. Khaisar, Technical Assistants. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross-examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy,

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has not worked with R3. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of

the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central

government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has not worked for R3. No doubt, even R3 outrightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri N. Srinivas	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2986.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एलं. सी. आई. डी. संख्या 235/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल-22013/1/2004-आई.आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2986.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 235/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 235/2001

(Old I.D. No. 29/1999 transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri P. Venkatesham,
S/o. Yakub,
C/o. Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op. Society Ltd.,
C/o. F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR (C-II) dated 18-10-2001 bearing I.D. No. 29/1999 and renumbered in this Court as L.C.I.D. No. 235/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously

till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Repondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 except for 23 days during February, 1996 and he was not engaged prior to or subsequent to February, 1996. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for pernament appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97 Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour

in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Sri Agora, Technical Assistant and Sri Gopal Reddy, Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the foodgraining etc., keep the premises and the directions of Dust operators and Technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India Workers Union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest

that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has not worked with R3 except for 23 days during February, 1996. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Co-operative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite parties No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite parties No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter

and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held : lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment

of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has not worked for R3 except for 23 days during February, 1996. No doubt, even R3 outrightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that sone relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri P. Venkatesham	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2987.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 236/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2987.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 236/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 236/2001

(Old I.D. No. 24/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri A. Ravinder,
S/o Ramaswamy,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
   Food Corporation of India,
   Millers Association Building,
   Hunter Road,
   Warangal.
2. The Senior Regional Manager,
   Food Corporation of India,
   Regional Office, III Floor,
   HACA Bhavan,
   Hyderabad.
3. The President,
   Food Corporation of India,
   Hamalies Labour Contract Co-op.
   Society Ltd.,
   C/o F.C.I. Godowns,
   Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 24/1999 and renumbered in this Court as L. C. I. D. No. 236/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the

individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97, But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under S/Sri Khannan, Palanvelu and M. B. Khaisar, Technical Assistants and S/Sri Gopal Reddy and Sk. Mohammad, Dust Operators. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc., keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has not worked with R3. That the contract

labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Dispute may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96

only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others *Vs.* National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been

inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has not worked for R3. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri A. Ravinder	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2988.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 237/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2988.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 237/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. No. 237/2001

(Old I.D. No. 23/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri A. Iyalaiah,
S/o Mallaiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocate Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office. III Floor,
IIACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 23/1999 and renumbered in this Court as L. C. I. D. No. 237/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour

on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd.. Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 except 255 days during the period from February, 95 to February, 96. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned Labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party Nos. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97 Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity Card is Ex. W1. That he worked under Sri Prakashvall, Technical Assistant and S/Sri Gopal Reddy and Sk. Vali Mohammad, Dust Operators. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust Operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India Workers Union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has not worked with R3 except for 282 days from February, 1995 to February, 1996. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India, Hamalies Labour Co-operative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite parties No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW-1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract

labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workman employed through a contractor does not become employee of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has worked for R3 for 282 days. No doubt, even R3 outrightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution,

that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri A. Iyalaiah	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Ir. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2989.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 238/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2989.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 238/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 238/2001

(Old I.D. No. 17/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri M. Narender,
S/o Yadagiri,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocate Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner	M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.
For the Respondent	M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 17/1999 and renumbered in this Court as L. C. I. D. No. 238/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet. the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 except 64 days during all the four months February, 95, March 95, July 95 and February, 96. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply

notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under S/Sri Khannan, Palanvelu and M. B. Khaisar, Technical Assistants and S/Sri Gopal Reddy and Sheik Mohammad, Dust Operators. That he and others got issued a legal notice. Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc., keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new

persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has not worked with R3 except 64 days during all the four months February, 95, March 95, July 95 and February, 1996. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties Nos. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner

worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him

who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has worked for R3. only for 64 days No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms. "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri M. Narender	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2990.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 240/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2990.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 240/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 240/2001

(Old I.D. No. 22/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri A. Rajender,
S/o Venkatrajam,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
   Food Corporation of India,
   Millers Association Building,
   Hunter Road,
   Warangal.
2. The Senior Regional Manager,
   Food Corporation of India,
   Regional Office, III Floor,
   HACA Bhavan,
   Hyderabad.
3. The President,
   The Food Corporation of India,
   Hamalies Labour Contract Co-op.
   Society Ltd.,
   C/o F.C.I. Godowns,
   Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 22/1999 and renumbered in this Court as L. C. I. D. No. 240/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the

individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite parties No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Copy of Identity card is Ex. W1. That he worked under Mr. Sunderverdhan, Technical Assistant, Mr. Raghuram and Mr. Vali Mohammad, Dust Operators. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied that the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the

labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite parties No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers are under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96

only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services were terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act. of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, "..... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been

inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has not worked at all. No doubt, even R3 outrightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri A. Rajender	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Copy of Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2991.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 241/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2991. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 241/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 241/2001

(Old I.D. No. 21/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri M. Shamson
S/o Gattaiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 21/1999 and renumbered in this Court as L. C. I. D. No. 241/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions

of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3 except for 16 days during February, 1995 and he was not engaged prior to or subsequent to February, 1995. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97 Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Shyam Sunder, Technical Assistant, Mr. Md. Gouse, Dust Operators. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc., keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were

appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner worked in February, 1995 with R3 for 21 days only. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the

opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite parties No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services were terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did

not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 (2) ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employee of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and Others *Vs.* National Union Waterfront Workers and Others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner who had worked only for 21 days. No doubt, even R3 out rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award

and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri M. Shamson	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2992.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 200/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2992.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No 200/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 200/2001

(Old I.D. No. 14/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri K. Ashok
S/o Rathnam,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 14/1999 and renumbered in this Court as L. C. I. D. No. 200/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1983 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite parties No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the

Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Shyam Sunder, Technical Assistant, Mr. Md. Gouse, Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc., keep the premises and the directions of Dust Operators and Technical Assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied that the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names.

That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R.1 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite parties No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite parties No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he

was dismissed. MW1 only had put in three months of service. He admitted that the casual workers were under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the cop. of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 (2) ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workman employed through a contractor does not become employee of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he did not work for them. No doubt, even R3 outrightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons, when it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri K. Ashok	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1	:	Identity card dt. 10-9-93
Ex. W2	:	Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1	:	Copy of tender application, agreement papers
Ex. M2	:	Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97
Ex. M3	:	Copy of statement by 498 workers
Ex. M4	:	Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2993.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 202/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2993.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No 202/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. No. 202/2001

(Old I.D. No. 12/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri K. Bixapathy,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 12/1999 and renumbered in this Court as L. C. I. D. No. 202/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the

R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party Nos. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters' letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence. he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Shyam Sunder, Technical Assistant, Mr. Md. Gouse, Dust Operator. Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioner were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the

Petitioner has worked with R3 only for 15 days during February, 1995. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Dispute may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute

raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 *i.e.*, upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Section 25F. Hence, the termination dated 31-3-1997 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Section 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Section 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex. M1 is the copy of the said agreement. The contract used to engaged his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-1997 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 (2) ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Section 25F. He also relied on 1989 (2) ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Section 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Section 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as *ipso facto* employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others *Vs.* National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3

as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner who has worked only for 31 days. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-1993 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-1993, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-1997. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri K. Bixapathy	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2994.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 203/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2994.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 203/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 203/2001

(Old I.D. No. 11/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri E. Jagjeevanram,
S/o Mallaiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
   Food Corporation of India,
   Millers Association Building,
   Hunter Road,
   Warangal.

2. The Senior Regional Manager,
   Food Corporation of India,
   Regional Office, III Floor,
   HACA Bhavan,
   Hyderabad.

3. The President,
   Food Corporation of India,
   Hamalies Labour Contract Co-op.
   Society Ltd.,
   C/o F.C.I. Godowns,
   Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 32/1999 and renumbered in this Court as L. C. I. D. No. 231/2001.

2. The brief facts as stated in the petition by the Petitioner are . That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet. Warangal-3. The Petitioner was appointed in January. 1983 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called fo, the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January. 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills

under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 except for 15 days during February, 1995 and he was not engaged prior to February, 1995. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 no question of termination. That opposite party Nos. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled fot any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January, 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Gopal Reddy, Mr. Sheik Mohammad and Mr. Md. Gouse, Dust Operators, Mr. Agoram, Mr. Narsaiah, Technical Assistants. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross-examination he deposed that his duties are cleaning, spraying of insecticides, covering the foodgraining etc. keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System. R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross-examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioner were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has worked with R3 only for 15 days during February, 1995. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies

Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex. M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly,

a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 (2) ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as Badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the respondent from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner who has worked only for 31 days. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given

the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri E. Jagjeevan Ram	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2995.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 204/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल-22013/1/2004-आई आर (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2995.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 204/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]

N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 204/2001

(Old I.D. No. 9/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri K. Ramesh,
S/o Rathnam,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.
2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.
3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar and J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu and B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A(2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's Order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 9/1999 and renumbered in this Court as L. C. I. D. No. 204/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by prefering bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3 except for 18 days, 21 days and 16 days during February, 1995, October, 1995 and November, 1995 respectively. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply

notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity Card is Ex. W1. That he worked under Mr. Shyam Sunder, Technical Asistant, Mr. Md. Gouse, Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust Operators and Technical Assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical Assistants and Dusting Operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that Identity Card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioner were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new

persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has not worked with R3 at all. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of

service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., up to 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services were terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of

the A. P. State Amendment Act of the [illegible] would [illegible] that [illegible] Central Govt. [illegible] of [illegible] applies to the [illegible] in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner who has worked for 31 days. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not [illegible] as to how many days he worked [illegible] [illegible] [illegible] [illegible] Why such chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a [illegible] by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresn casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri K. Ramesh	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1	:	Identity card dt. 10-9-93
Ex. W2	:	Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1	:	Copy of tender application, agreement papers
Ex. M2	:	Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97
Ex. M3	:	Copy of statement by 498 workers
Ex. M4	:	Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2996.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 205/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2996.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 205/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.b., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 205/2001

(Old I.D. No. 10/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri M. Mogili,
S/o Manikyam,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocate Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 10/1999 and renumbered in this Court as L. C. I. D. No. 205/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the

R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3 except for 20 days, 11 days during February, 1995, and May 1995. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Shyam Sunder, Technical Assistant, Mr. Md. Gouse, Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India Workers Union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner worked in February, 1995 with R3 for 20 days

and in May, 1995 for 11 days only. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Dispute may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalics Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party Nos. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party Nos. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party Nos. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the years 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last

[illegible] was held in the year 1995-96 to 1996 [illegible] not filed any such agreements. So it [illegible] on April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated [illegible]-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe a time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 at least from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others *Vs.* National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498

contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner who has worked only for 31 days. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri M. Mogili	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रमन्यायालय, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 223/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2997.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 223/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 223/2001

(Old I.D. No. 3/2000 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri G. Venkatamma,
W/o. Venkatesh,
D. No. 25-7-169, Vishnupuri,
Kazipet, Hanamkonda Mandal,
Warangal District. ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract
Co-op. Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's Order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I.D. No. 3/2000 and renumbered in this Court as L.C.I.D. No. 223/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and she was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills

under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3. That if any amount is pending in GPF she should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, she is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted her EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As she is not a member of the society her name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined herself as WW1 and deposed that initially she was appointed as casual labour in the month of January 1993 and she was being paid Rs. 16 per day. Her appointment was continued till 31-3-97 and she was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, she made an application with other casual labourers individually to regularize her services in the year 1997. Without any enquiry or notice she was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring her application. Identity card is Ex. W1. That she worked under Mr. Shyam Sunder, Technical Assistant, Mr. Md. Gouse, Dust Operator. That she and other got issued a legal notice, Ex. W2 is the office copy. But no reply was received. She prays that he may be reinstated.

9. In the cross examination she deposed that her duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust operators and technical assistants. That she worked from August, 1993 to June, 1997. That she did not work under R3 but R1. That she had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. She denied that she was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. She has no record to show that R1 paid wages. She denied the suggestion that she never worked with R1 and R2. She has nothing except Ex. W1 to show that she worked under R1 and R2. She knows that the Direct Payment System was introduced in Food Corporation of India. She denied that she had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. She is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with her 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. She denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. She denied that she is not eligible for absorption in Direct Payment System. It is not true to say that she is not eligible for absorption in Direct Payment System as she has not put in minimum days in her service that is why she is not eligible under Direct Payment System. She does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. She was not issued with any appointment order by R1 or R2.

10. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India,

Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, during the relevant time, the list is Ex. M3 and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner worked with R3 at all. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer she is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

11. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

12. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicant. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and she was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying

that she worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That her EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

13. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

14. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of her termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

15. It may be seen that the case of the Petitioner is that she is working from January 1993 and worked till March, 1997. She and there are 28 other persons like her who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

16. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that she was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the

Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others *Vs.* National Union Waterfront Workers and Others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. It is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but she is unable to substantiate as to how many days she has worked. One thing is very clear that as Ex. W1 was issued, it may be safely presumed that atleast she is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give her EPF number also and could not prove satisfactorily as to how many days she worked. But one thing is sure that she did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour her name shall be given preference and R3 shall send her name taking her seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Smt. G. Venkatamma	MW1: Sri S. Subramanyam

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 225/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2998.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 225/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman,

which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 225/2001

(Old I.D. No. 5/2000 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Smt. P. Kalavathi,
W/o Samaiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, IIIrd Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op. Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner	:	M/s. D. Janardhan, M. V. Raja Reddy, Ch. Linganmurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.
For the Respondent	:	M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I.D. No. 5/2000 and renumbered in this Court as L.C.I.D. No. 225/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labourers and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labourers who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labourers into regular service in the year 1997 except few casual labourers. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labourer in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labourers in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial

Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labourer or Hamali. It was R3, which engaged the labourer on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3. That if any amount is pending in GPF she should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labourer presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of her services and for permanent appointment. That only eligible labourer has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labourer in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party Nos. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, she is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted her EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97 Direct Payment System has been introduced in Food Corporation of India owned depots. As she is not a member of the society her name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially she was appointed as casual labourer in the month of January 1993 and she was being paid Rs. 16 per day. Her appointment was continued till 31-3-97 and she was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, she made an application with other casual labourers individually to regularize her services in the year 1997. Without any enquiry or notice she was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring her application. Identity card is Ex. W1. That she worked under Mr. Shyam Sunder, Technical Assistant, Mr. Maibelli, Dust Operator. That she and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. She prays that she may be reinstated.

9. In the cross examination she deposed that her duties are cleaning, spraying of insecticides, covering the foodgraining etc. keep the premises and the directions of Dust operators and technical assistants. That she worked from August, 1993 to June, 1997. That she did not work under R3 but R1. That she had no connection with R3 society at any point of time. Ex. W1 was in the letter head of R3. She denied that she was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. She has no record to show that R1 paid wages. She denied the suggestion that she never worked with R1 and R2. She has nothing except Ex. W1 to show that she worked under R1 and R2. She knows that the Direct Payment System was introduced in Food Corporation of India. She denied that she had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. She is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with her 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with

the Petitioner. They were all doing handling and ancillary works. She denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. She denied that she is not eligible for absorption in Direct Payment System. It is not true to say that she is not eligible for absorption in Direct Payment System as she has not put in minimum days in her service that is why she is not eligible under Direct Payment System. She does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. She was not issued with any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioner were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers during the relevant time the list is Ex. M3 and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner never worked with R3 at all. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer she is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Dispute may be dismissed.

13. In the cross-examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including

designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to her termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicant. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and she was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that she worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That her EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the

Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet *i.e.*, the R3. Ex. M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of her termination by Food Corporation of India does not arise. He relied on 2001 (2) ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 (2) ALD page 420 Division Bench it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He relied on 2000 (1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held : lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that she is working from January 1993 and worked till March, 1997. She and there are 28 other persons like her who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A (2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A (2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that she was working as contract labour under R3. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as *ipso facto* employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others *Vs.* National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. It is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no *iota* of truth in what the Petitioner is saying but she is unable to substantiate as to how many days she has worked. One thing is very clear that as Ex. W1 was issued, it may be safely presumed that atleast she was working and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give her EPF number also and could not prove satisfactorily as to how many days she worked. But one thing is sure that she did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3.

However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour her name shall be given preference and R3 shall send her name taking her seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Smt. P. Kalavathi	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 2999.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 226/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 2999.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 226/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 226/2001

(Old I.D. No. 34/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Smt. K. Kanakalashmi,
W/o. Bixapathy,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Linganurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I.D. No. 34/1999 and renumbered in this Court as L.C.I.D. No. 226/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and she was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3 except for 27 days in February, 1995. That if any amount is pending in GPF she should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned Labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of her services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed

the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, she is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted her EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As she is not a member of the society her name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially she was appointed as casual labour in the month of January 1993 and she was being paid Rs. 16 per day. Her appointment was continued till 31-3-97 and she was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, she made an application with other casual labourers individually to regularize her services in the year 1997. Without any enquiry or notice she was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring her application. Identity card is Ex. W1. That she worked under S/Sri Khannan, Palanvelu and M. B. Khaiser, Technical Assistants, S/Sri Gopal Reddy and Sk. Mohammad, Dust Operators. That she and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. She prays that she may be reinstated.

9. In the cross examination she deposed that her duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust Operators and technical assistants. That she worked from August, 1993 to June, 1997. That she did not work under R3 but R1. That she had no connection with R3 society at any point of time. Ex. W1 was in the letter head of R3. She denied that she was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. She has no record to show that R1 paid wages. She denied the suggestion that she never worked with R1 and R2. She has nothing except Ex. W1 to show that she worked under R1 and R2. She knows that the Direct Payment System was introduced in Food Corporation of India. She denied that she had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. She is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with her 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. She denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. She denied that she is not eligible for absorption in Direct Payment System. It is not true to say that she is not eligible for absorption in Direct Payment System as she has not put in minimum days in her service that is why she is not eligible under Direct Payment System. She does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. She was not issued with any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical Assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of

several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, during the relevant time, the list is Ex. M3 and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner worked with R3 for 27 days in February, 1996. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer she is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to her termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not

produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicant. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and she was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence alongwith counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that she worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That her EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services were terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of her termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives

them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that she is working from January, 1993 and worked till March, 1997. She and there are 28 other persons like her who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that she was working as contract labour under R3. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. R1 and R2 has given the details of the Petitioner that she has worked for 27 days in February, 1995. It is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. No doubt, even R3 outrightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but she is unable to substantiate as to how many days she has worked. One thing is very clear that as Ex. W1 was issued, it may be safely presumed that atleast she was working and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give her EPF number also and could not prove satisfactorily as to how many days she worked. But one thing is sure that she did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour her name shall be given preference and R3 shall send her name taking her seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Smt. K. Kanakalakshmi	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 3000.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 227/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल-22013/1/2004-आई आर (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3000.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 227/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 227/2001

(Old I.D. No. 33/1999 transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri M. Rathnam,
S/o Chandraiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
The Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
The Food Corporation of India,
Hamalies Labour Contract Co-op. Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

Appearance :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 33/1999 and renumbered in this Court as L. C. I. D. No. 227/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the

R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 except for 16 days and 16 days during February, 1995 and February, 1996 respectively. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Ravinder, Technical Assistant, Mr. Vali Mohammad, Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical Assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has worked with R3 only for 16 days and 16

days during February, 1995 and February, 1996 respectively. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross-examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Coöperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute

raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January, 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3

as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner who has worked only for 31 days. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so, In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri M. Rathnam	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 3001.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 230/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल.-22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3001.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 230/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 230/2001

(Old I.D. No. 26/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri K. Surender,
S/o Gattaiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

Appearances :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 26/1999 and renumbered in this Court as L. C. I. D. No. 230/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1983 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour

on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned Labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Gopal Reddy, Mr. Bhasker, and Mr. Baha Khan, Technical Assistants and Dust Operators. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust Operators and Technical Assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary

employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioner were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has not worked with R3 at all. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the

opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees *i.e.*, technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 *i.e.*, upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services were terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet *i.e.*, the R3. Ex. M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did

not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 (2) ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 (2) ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000 (1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held : lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A (2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A (2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as *ipso facto* employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others *Vs.* National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has not worked for R3. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no *iota* of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 11-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award

and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri K. Surender	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 3002.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 52/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3002.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 52/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 195/2001

(Old I.D. No. 19/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri A. Surender,
S/o Chandraiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.
2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.
3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 19/1999 and renumbered in this Court as L. C. I. D. No. 195/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3 for about 100 days. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the

Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97 Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labourer in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Identity card is Ex. W1. That he worked under Mr. Shyam Sunder, Technical Assistant, Mr. Md. Gouse, Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the foodgraining etc. keep the premises and the directions of Dust operators and technical assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical Assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names.

That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Respondent and Petitioner worked from February, 1995 to February, 1996 with R3 for 133 days only. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party Nos. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labourer in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party Nos. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party Nos. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of

service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the central government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of

the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner who has worked only for 133 days. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri A. Surender	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 3003.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 196/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3003.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 196/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 196/2001

(Old I.D. No. 18/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Smt. K. Yellamma,
W/o Narsaiah,
C/o Dussa Janardhan,
H.No. 1-7-1246,
Advocates Colony,
Hanamkonda. ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.

3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op. Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I.D. No. 18/1999 and renumbered in this Court as L.C.I.D. No. 196/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and she was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all the casual labourers and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the

individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 with R3. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of her services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite party No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, she is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As she is not a member of the society her name was not forwarded. Hence, she prayed that the petition may be dismissed.

8. The Petitioner examined herself as WW1 and deposed that initially she was appointed as casual labour in the month of January 1993 and she was being paid Rs. 16 per day. Her appointment was continued till 31-3-97 and she was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, she made an application with other casual labourers individually to regularize her services in the year 1997. Without any enquiry or notice she was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring her application. Identity card is Ex. W1. That she worked under S/Sri Venkateshwarlu, Rajender and Devaiah, Technical Assistants. That she and others got issued a

legal notice, Ex. W2 is the office copy. But no reply was received. She prays that she may be reinstated.

9. In the cross examination she deposed that her duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust operators and technical assistants. That she worked from August, 1993 to June, 1997. That she did not work under R3 but R1. That she had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. She denied that she was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. She has no record to show that R1 paid wages. She denied the suggestion that she never worked with R1 and R2. She has nothing except Ex. W1 to show that she worked under R1 and R2. She knows that the Direct Payment System was introduced in Food Corporation of India. She denied that she had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. She is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with her 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. She denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. She denied that she is not eligible for absorption in Direct Payment System. It is not true to say that she is not eligible for absorption in Direct Payment System as she has not put in minimum days in her service that is why she is not eligible under Direct Payment System. She does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. She was not issued with any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical Assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, during the relevant time the list is Ex. M3 and out of them 419 were

inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner never worked with R3 at all. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer she is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Dispute may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But, the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document alongwith counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to her termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite parties No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicant. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and she was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence alongwith counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that she worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by

R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore, bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore, prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3.That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore, question of her termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench it was held that contract labour working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the company. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that she is working from January 1993 and worked till March, 1997. She and there are 28 other persons like her who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that she was working as contract labour under R3. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. It is on record that out of

498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but she is unable to substantiate as to how many days she has worked. One thing is very clear that as Ex. W1 was issued, it may be safely presumed that atleast she was working and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give her EPF number also and could not prove satisfactorily as to how many days she worked. But one thing is sure that she did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour her name shall be given preference and R3 shall send her name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her corrected and pronounced by me, on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri K. Yellamma	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 3004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 198/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल-22013/1/2004-आई आर (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3004.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 198/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. No. 198/2001

(Old I.D. No. 13/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri G. Rajender,
S/o Ramaswamy,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocates Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
The Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.

2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan.
Hyderabad.

3. The President,
The Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 13/1999 and renumbered in this Court as L. C. I. D. No. 198/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Co-operative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application alongwith other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the RI at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner alongwith other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions

of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner was not on the rolls of the society during the years 1994 to 1997 except for 5 days and 13 days during January, 96 and February, 95 respectively. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarter's letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for at least 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question of termination. That opposite parties No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarter's letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarter, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India Godown, Kazipet by ignoring his application. Identity Card is Ex. W1. That he worked under Mr. Shyam Sunder and Mr. Devender Reddy, Technical Assistants, Mr. Gopal Reddy, Dust Operator. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust Operators and Technical Assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary

employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under technical assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by the employees/contract workers. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner has worked with R3 only for 5 days and 13 days during January, 96 and February, 95 respectively. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Co-operative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and other were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents in spite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the year 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract

labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 2 ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 2 ALD page 420 Division Bench wherein it was held that contract labourer working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that casual labourer and the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labourer under R3. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner who has worked only for 18 days. No doubt, even R3 out-rightly denied that the Petitioner ever worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 was issued and therefore, it may be safely presumed that atleast he was working with R3 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons. When it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual

labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri G. Rajender	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Identity card

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का.आ. 3005.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 199/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3005.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 199/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer

Dated the 31st day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 199/2001

(Old I.D. No. 15/1999 Transferred from Industrial Tribunal-cum-Labour Court, Warangal)

BETWEEN

Sri P. Saraiah,
S/o Veeraiah,
C/o Dussa Janardhan,
H. No. 1-7-1246,
Advocate Colony,
Hanamkonda ......Petitioner

AND

1. The District Manager,
Food Corporation of India,
Millers Association Building,
Hunter Road,
Warangal.
2. The Senior Regional Manager,
Food Corporation of India,
Regional Office, III Floor,
HACA Bhavan,
Hyderabad.
3. The President,
Food Corporation of India,
Hamalies Labour Contract Co-op.
Society Ltd.,
C/o F.C.I. Godowns,
Kazipet. ......Respondents

APPEARANCES :

For the Petitioner : M/s. D. Janardhan, M. V. Raja Reddy, Ch. Lingamurthy, J. Damodhar & J. Yeshwanth Raj, Advocates.

For the Respondent : M/s. B. G. Ravindra Reddy, P. Srinivasulu & B. V. Chandrasekhar, Advocates.

AWARD

This is a case taken under Section 2A (2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 15/1999 and renumbered in this Court as L. C. I. D. No. 199/2001.

2. The brief facts as stated in the petition by the Petitioner are : That the Petitioner was appointed along with other casual labourers by R1 and R1 used to pay the wages through R3 namely FCI Hamalies Labour Contract Cooperative Society Ltd., Kazipet, Warangal-3. The Petitioner was appointed in January, 1993 as casual labour and he was drawing wages Rs. 16 per day but receiving the wages through R3. The Petitioner worked continuously till the end of 31st March, 1997 and lastly the Petitioner used to receive a wage of Rs. 46 per day. The FCI Management through R3 used to deduct the part of wages and used to remit by adding the equal amount to the Provident Fund Department and so far such amount has not been refunded to the applicant.

3. It is further submitted that in the year 1997 as per the directions of the Headquarters of Food Corporation of India, New Delhi the R1 issued a circular stating that all casual labours and Hamalies who worked under the control of the Respondents become the permanent employees and their services shall be regularized. Accordingly, R1 called for the applications from the individual casual labours who worked in the unit of the R1. The applicant also made an application along with other casual labourers in 1997 itself by seeking regularization in service and permanent appointment. That the Respondent has taken most of the Hamalies and as well as the casual labours into regular service in the year 1997 except few casual labours. R1 and R2 appointed 25 persons in fresh without considering the applications of the applicant and whereas the said fresh recruitees did not work as a casual labour in the unit of the R1 at any time. But at the instance of the then executive body of the R3, R1 misguided R2 and got approved the fresh candidates list for recruitment and regularized their services. R3 intentionally removed the name of the applicant and as well as other persons who worked continuously as casual labours in the unit of R1 at Warangal for more than five years.

4. No notice was issued, no enquiry was conducted, no reason was given for deleting the name of the Petitioner from the list at the time of permanent appointment of the casual labourers. Hence, the termination of the applicant by the Respondents on 31-3-97, is clearly illegal and cannot be sustained in law being violation of Industrial Disputes Act. That the non-appointment of the applicant who has got the sufficient service is highly arbitrary and fanciful without any reasonable cause and has been effected the applicant for an indigent person on the road, which is illegal and amounts to unfair labour practice. That the Petitioner along with other workers got issued legal notice to the opposite parties but there is no response from their side. Hence, it is prayed to set aside the oral termination dated 31-3-97 of the opposite parties and direct them to reinstate the applicant into service with full back wages, continuity of service and other attendant benefits.

5. A counter was filed denying that the Petitioner was appointed in the month of January, 1993. That the Food Corporation of India did not appoint any casual labour or Hamali. It was R3, which engaged the labour on need basis and paid wages directly by preferring bills under contract system as per rates, terms and conditions of the agreement entered into. As per records wage registers were audited by the District Co-operative Auditor, produced by the FCI Hamali Labour Contract Co-operative Society Ltd., Kazipet, the individual Petitioner has worked as casual labour for about 103 days between February, 1995 to July, 1995 but was not on the rolls of the society during the August, 95 to October, 95, There after from November, 95 till February, 97 he had worked as Handling labour of the society. He was not on the rolls on the date of implementastion of Direct Payment System and that he has voluntarily resigned to the primary membership of the society. That if any amount is pending in GPF he should claim from the Provident Fund authorities.

6. As per Food Corporation of India Headquarters' letter No. IR(L)/32(21)/97 dated 5-11-97 the workers already working there for the past three years and who had worked for atleast 9 out of 12 months in the last year and whose EPF deductions were being made will be extended the benefit of Direct Payment System. The Bio-data of each labour presently working in the depots as maintained by the concerned labour Co-operative Society and Food Corporation of India may be obtained in prescribed proforma of Bio-data. That the copy of the aforesaid letter has been supplied to Food Corporation of India Workers Union, Kazipet for list of eligible workers for induction. The Society submitted a list of workers in which the name of the Petitioner does not find place. It is incorrect to state that the applicant has made any application along with other casual labourers in the year 1997 itself for seeking regularization of his services and for permanent appointment. That only eligible labour has been inducted. It is incorrect that R3 intentionally removed the name of the Petitioner as well as the other persons who worked continuously as casual labour in the unit of R1 for more than 5 years. All the allegations are false and baseless. There is no appointment and there is no question

of termination. That opposite parties No. 1 and 2 are functioning as per law and in accordance with the directions of the higher authority from time to time without adopting unfair labour practice. That when the reply notices were being prepared the Petitioner rushed to the Hon'ble Court. Hence, he is not entitled for any relief as prayed for.

7. R3 filed a counter stating that the Petitioner is not the member of the society of R3. That the Petitioner has not submitted his EPF number which goes to show that no deductions were made and the Petitioner was not a member of the society. That as per the Headquarters letter dated 5-11-97. Direct Payment System has been introduced in Food Corporation of India owned depots. As he is not a member of the society his name was not forwarded. Hence, he prayed that the petition may be dismissed.

8. The Petitioner examined himself as WW1 and deposed that initially he was appointed as casual labour in the month of January, 1993 and he was being paid Rs. 16 per day. His appointment was continued till 31-3-97 and he was being paid Rs. 46 per day. That as per the direction of the Food Corporation of India, Headquarters, New Delhi, R1 issued a circular stating that all the casual labourers and Hamalies who had worked under control of Respondents become permanent employees and their services will be regularized. Accordingly, he made an application with other casual labourers individually to regularize his services in the year 1997. Without any enquiry or notice he was not allowed to work from 1-4-97. But 25 fresh candidates have been appointed as permanent labourers in the Food Corporation of India godown, Kazipet by ignoring his application. Copy of Identity card is Ex. W1. That he worked under Mr. Sundervardhan, Technical Assistant, Mr. Raghuram and Mr. Vali Mohammad, Dust Operastors. That he and others got issued a legal notice, Ex. W2 is the office copy. But no reply was received. He prays that he may be reinstated.

9. In the cross examination he deposed that his duties are cleaning, spraying of insecticides, covering the food graining etc. keep the premises and the directions of Dust operators and Technical Assistants. That he worked from August, 1993 to June, 1997. That he did not work under R3 but R1. That he had no connection with R3 society at any point of time. Ex. W1 bears the signature of R3's President Sri Orsu Komaraiah. Ex. W1 was in the letter head of R3. He denied that he was paid by R3 and assistance was also taken by R3. The Food Corporation of India used to give consolidated cheque to the R3 society and R3 used to encash the cheque and give it to R1 who used to distribute the wages. He has no record to show that R1 paid wages. He denied the suggestion that he never worked with R1 and R2. He has nothing except Ex. W1 to show that he worked under R1 and R2. He knows that the Direct Payment System was introduced in Food Corporation of India. He denied that he had not put the requisite number of days of service under the contractor for claiming the Direct Payment System. He is not aware that after the introduction of Direct Payment System, R3 furnished the list of all eligible workers for induction in the said scheme. Along with him 135 workers worked. Out of 135 workers, all were absorbed under Direct Payment System except 25 who had filed cases along with the Petitioner. They were all doing handling and ancillary works. He denied that 110 workers who were given Direct Payment System benefits were eligible workers and contract workers. He denied that he is not eligible for absorption in Direct Payment System. It is not true to say that he is not eligible for absorption in Direct Payment System as he has not put in minimum days in his service that is why he is not eligible under Direct Payment System. He does not know whether Direct Payment System was introduced in terms of a settlement between federation of workers and the Food Corporation of India. He was not issued any appointment order by R1 or R2.

10. The Petitioner examined Sri D. Ramesh as WW2 who deposed that he was appointed as a temporary employee in 1990. Whereas the Petitioner and others were appointed in 1993 as temporary employees. The Petitioner and other workers worked till 1996 as such. That the Petitioner and other workers went on strike to implement Direct Payment System. The Food Corporation of India also agreed for implementation of Direct Payment System to the workers. That he was made permanent in 1997. 50 persons were taken as permanent employees under Direct Payment System. Previously before implementation of Direct Payment System about 150 employees were working in the corporation. The Petitioner and others also made applications along with him for implementation of Direct Payment System. But the corporation has not allowed the Petitioner and others to work under Direct Payment System and they were removed from service. Out of the above 50 persons made permanent about 25 never worked as temporary. They were paid as temporary employees once in a month by taking a signature on revenue stamp. The same was paid by Food Corporation of India. They worked under Technical Assistants and dusting operators by name Sri Gopala Reddy, Sri Sheik Mohammad and Sri Swamy.

11. In the cross examination, he deposed that identity card was given by R3 society. The Petitioner has also a similar identity card. It is true that he was inducted into Direct Payment System in 1997. It is true that all those who were inducted into Direct Payment System and Petitioners were working with R3. It is true that out of several contract workers only the workers who had the eligibility were inducted into Direct Payment System. After strike, the Food Corporation of India workers union, at all India level, entered into an agreement with Food

Corporation of India and Direct Payment System was evolved. It is correct basing on the requirement of the workers, the required number of workers were taken under Direct Payment System. The witness adds that some new persons who did not work previously were also taken in Direct Payment System. He does not know their names. That himself, Petitioner herein and other Petitioners were working under R3 as contract labourers. After introduction of Direct Payment System the contract system was abolished. It is not true to suggest that they were handling only loading and unloading and handling and transport works. 50% contribution of EPF by R3 and 50% by us. It is not true to suggest that as there is no work for the remaining 37 workers and they did not fulfil the minimum conditions they were not inducted in Direct Payment System. It is not true to suggest that the Petitioner was not appointed by Food Corporation of India and hence there is no question of termination.

12. Sri S. Subramanyam, Assistant Manager in the office of the District Manager, Food Corporation of India, Warangal as MW1. He deposed in the chief examination that the handling and transport work was entrusted to R3 society on tender basis. A copy of the agreement is marked as Ex. M1. R3 used to engage his own personnel for doing the said work and pay them. The corporation has nothing to do with the contract labour. The third Respondent was the contractor during the relevant point of time. While so, the Food Corporation of India workers union had raised an Industrial Dispute which ultimately resulted in a settlement between the corporation and the union. In terms of the said settlement the corporation has issued circular dated 5-11-97 which is Ex. M2, providing for introduction of Direct Payment System. As per the formula given in the said circular, the eligible contract labourers in the order of their seniority were inducted into Direct Payment System. There were 498 contract labourers, the list is Ex. M3 during the relevant time and out of them 419 were inducted which was marked as Ex. M4 into the Direct Payment System as per circular dated 5-11-97. That the Petitioner worked with R3 for 103 days only from February, 95 to July, 95. That the contract labourers were paid their wages by the contractor and he only remitted the provident fund contributions for his employees. As the Petitioner was only a contract labourer he is not entitled to maintain the present Industrial Dispute. Hence, the Industrial Disputes may be dismissed.

13. In the cross examination, he deposed that he took charge only three months back. 119 casual labourers were taken out of 409 workers. They all have come under Direct Payment System. The R3 has not given any acquittance register to their corporation. The mode of work of the casual workers is godown cleaning and other technical operations in the godown. The depot Incharge used to supervise the workers after introducing the Direct Payment System. Prior to the introduction of Direct Payment System their employees used to supervise workers, they are called as technical assistants and dusting operators. It is true that all the casual labourers used to work under the supervision of the dusting operators and technical assistants in the godowns even prior to the introduction of Direct Payment System. But the casual workers were supplied and engaged by the society. It is true that in Ex. M3 the date of appointment of the Hamalies, supervisors and their designations were given in the list and whereas the particulars including designations and appointment of the casual labourers were not mentioned in the list submitted by the R3 society. He is not aware whether R3 raised any dispute after selection of the candidates under Direct Payment System. That they have not submitted any document along with counter. That they have not taken the bio-data of the individual candidates before the selection of the workers under Direct Payment System. He denied that the Petitioner is eligible for absorption. It is true that there is a signature of the then Assistant Manager of their corporation on the Ex. W1 issued by the Food Corporation of India Hamalies Labour Cooperative Society Limited. He denied that he is deposing falsely.

14. It is argued by the Learned Counsel for the Petitioner that as per the circular Ex. M2 the office of the opposite party has introduced Direct Payment System by taking workers into regular service. This Petitioner and others were not taken into service and were removed from service illegally. In another way the recommendation of the opposite party No. 3 about 25 members who did not work for a single day in the godown, were taken into service by introducing the Direct Payment System to them. The R3 misguided the opposite party No. 1 and 2 and got approved the said candidates list and regularized their services. R3 is mainly responsible for illegal termination of the applicant and others, though there is no valid reason. The Petitioner has worked for more than 5 years as casual labour in the godown at Kazipet. The opposite party never issued any notice to the Petitioner and no enquiry was held prior to his termination. To the notice dated 13-11-99 there is no reply from their side. That opposite parties admitted that as identity card was issued and EPF was deducted. That opposite party No. 1 and 2 selected the casual labourers of the list furnished by R3. That on the application of the Petitioner the following documents were called for : (a) Work slips of the casual labourers of the Kazipet Godown from 1-1-97 to 30-9-2000; (b) attendance register of the casual labourers; (c) list of the I. D. issued by the opposite party No. 2 and 3; and (d) monthly and daily wages register from 1-1-95 to 30-9-2000. But, even after the directions of the Hon'ble Tribunal they did not produce the documents, so it can be presumed that the opposite parties intentionally suppressed such documentary evidence to avoid to introduce the Direct Payment System to the applicants. The suppression of

material documents by the R1 to R3 is amounts to suppression of material facts and adverse inference can be drawn against the opposite parties. That the Petitioner worked from January, 1993. No enquiry was held and he was dismissed. MW1 only had put in three months of service. He admitted that the casual workers are under the supervision of their employees i.e., technical assistants and dusting operators. He also admitted that particulars of designation of the appointment of the casual labourers are not mentioned in the list submitted by R3 at the time of selection. He also admitted that the opposite party did not submit any documentary evidence along with counter and no bio-data was taken from individual persons at the time of the selection. That he does not know whether the Petitioner had submitted the bio-data at the time of selection under Direct Payment System. He admitted that there is no signature of the opposite party No. 2 on Ex. W1. He submits that R1 and R2 are saying that the applicant had worked only for a few days and at other time they are saying that the Petitioner is not the worker of the opposite party and in another stage they are saying that he worked for some days. That the Respondents failed to produce attendance register, payment register, identity card register pertaining to the casual workers. R1 and R2 also failed to submit the said documents inspite of direction by the Hon'ble Court. R3 society clearly stated in his counter that the Direct Payment System was introduced and implemented to the workers who worked for more than 3 years particularly 9 months out of 12 months prior to April, 1996. Hence, the Petitioner is eligible having worked so. That their EPF was also deducted. Ex. M1 is the contract agreement between R2 and R3 for the year 1994 only. They did not submit the latest agreement for the years, 1996, 1997. Hence, whether there is any agreement held between them in the year 1996-97 is doubtful. When there is no agreement for the year 1996-97 how can the society submit the list for the selection of the candidates under Direct Payment System and how can R1 and R2 consider the list submitted by R3. Hence, Ex. M1 is in no way concerned with the dispute raised by the applicants against the R1 to R3. The last agreement was held in the year 1995-96 i.e., upto 12-11-96 only. But they have not filed any such agreement. So it may be safely concluded that the workers who worked under R1 and R2 till April, 1996 are eligible under Direct Payment System introduced by Respondents. That there is violation of Sec. 25F. Hence, the termination dated 31-3-97 is illegal and void.

15. He relied on 2001 LLJ page 201 wherein it was held that the petitioner did complete more than 240 days of service, that Sec. 25F was not complied with, the termination was therefore bad. He also relied on 1996 (3) ALD page 955 wherein it was held that petitioner was appointed on tenure basis giving artificial breaks. Petitioner's services terminated refusing renewal and another person appointed. It was held that the petitioner is entitled to protection under Sec. 25F and 25H. He also relied on (2001) 1 Supreme Court Cases page 61, where it was held that the absentee workman was required to join duty by a specific date but when attempted to join duty was prevented doing so. Held the said standing order would not be used to effect automatic termination of service. Therefore prays that the Petitioner to be reinstated.

16. It is argued by the Learned Counsel for the Respondents that the Petitioner was never engaged in the Food Corporation of India at any point of time. The handling and transport work was entrusted to the contractor, namely Food Corporation of India Hamali Labour Contract Co-operative Society Ltd., Kazipet i.e., the R3. Ex M1 is the copy of the said agreement. The contractor used to engage his own personnel. That R3 is the employer of the Petitioner and not R1 and R2. The identity card was also issued by R3. That the Food Corporation of India Workers' Union has raised an Industrial Dispute regarding the contract labourers and the said dispute had resulted in a settlement. Accordingly, a circular was issued dated 5-11-97 absorbing the contract labourers under Direct Payment System, subject to the terms and conditions of the settlement. Out of 498 contract labourers during the relevant period 419 were inducted under Direct Payment System. The Petitioner who did not fit into the system was not taken under Direct Payment System. That the Petitioner was never appointed and therefore question of his termination by Food Corporation of India does not arise. He relied on 2001 (2) ALD page 205 wherein it was held that daily wage employees cannot claim regular employment, their disengagement from service cannot be construed as violation of Sec. 25F. He also relied on 1989 (2) ALD page 420 Division Bench wherein it was held that contract labourer working as Hamali Employee contractors of Singareni Collieries Co. Ltd., they are not entitled to be absorbed as badli fillers of the company without their names being sponsored by employment exchange. So further held such workmen employed through a contractor does not become employees of the compnay. He also relied on 2000(1) LLJ page 561 wherein the Lordships held Law does not prescribe any time limit for the appropriate Government to exercise its powers under Sec. 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and not in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about 7 years of order dismissing the Petitioner from service. He also relied on 1993 FLR (67) page 70 wherein it was held: lapse of over 15 years in approaching the Court—Deprives them remedy available to them in law—Loses their rights as well. He, therefore, prays that the petition may be dismissed.

17. It may be seen that the case of the Petitioner is that he is working from January 1993 and worked till March, 1997. He and there are 28 other persons like him who have approached this Tribunal. Respondent submitted that this Court has no jurisdiction under Sec. 2A(2) of the A. P. State Amendment Act, of the I. D. Act, 1947. I would like to clarify one position that this is Central Govt. Industrial Tribunal-cum-Labour Court and amendment of Sec. 2A(2) of the State Government applies to this Court also. Further, as stated in the beginning itself, the Hon'ble High Court by a Division Bench Judgement has held that the amendment is assented by the President of India and therefore, it is applicable to the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad. Hence, I hold that this Court has got jurisdiction.

18. Without going into much elaborate discussions it is an admitted fact that as casual labourer the Petitioner has worked from January, 1993 to March, 1997. In view of the identity card Ex. W1 issued by R3 it becomes clear that he was working as contract labour under R3 atleast from September, 1993. No doubt, it is argued by the Learned Counsel for the Petitioner that Ex. M1 is a copy of the agreement for the year 1994-95 only for the contract work of the godowns between R2 and R3. He submits that there is no agreement filed for 1995 or 1996. Hence, he submits that it can be safely taken as that the Petitioner is worker under R1 and R2. It may be seen that previously the law was that if somebody was engaged by a contractor for prohibited items of contract they would be treated as ipso facto employees of the principal employer. As per Judgement in 2001(1) 7 Supreme Court Cases page 1 between Steel Authority of India Ltd. and others Vs. National Union Waterfront Workers and others, wherein it was held that, ".... Does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification". Here admittedly Ex. W1 is an identity card issued by R3. No doubt, it might have been signed by Assistant Manager of R1 or R2. WW2 himself has admitted that himself, Petitioner and other Petitioners were working under R3 as contract labourers and it is on record that out of 498 contract labourers, 419 contract labourers have been inducted into Direct Payment System. In fact, R1 and R2 have given the details of the Petitioner that he has worked for 103 days. No doubt, even R3 out-rightly denied that the Petitioner worked with them, they did not produce any attendance register or any documents. Ex. W1 is issued on 10-9-93 by R3 and signed by Assistant Manager, Food Corporation of India. So it cannot be simply brushed aside as if there is no iota of truth in what the Petitioner is saying but he is unable to substantiate as to how many days he has worked. One thing is very clear that as Ex. W1 is dated 10-9-93, therefore, it may be safely presumed that atleast he is working from September, 1993 and the Government has come up with a scheme and it is not known as to why the name of the Petitioner was not sent. However, now there is Direct Payment System, I wonder whether still R3 is given contract or not. Be that may be so. In the given circumstances of the case, the Petitioner was unable to give his EPF number also and could not prove satisfactorily as to how many days he worked. But one thing is sure that he did work under R3 for R1 and R2. It is not the case of R1 to R3 that Ex. W1 is a fake one. Hence, it has to be taken as correct. No documents are filed before me to disprove the same. Why such a chance was not given to these persons, when it was given to 419 persons and why they were suddenly given a Go-by on 31-3-97. But as stated earlier in view of the Steel Authority of India case as cited above, they cannot be held as employees of R1 and R2 being contract labour under R3. However, the circumstances of the case warrant that some relief should be given to this Petitioner and similarly situated persons. Hence, an Award is passed in the following terms : "If R1 and R2 engage any casual labour either directly or through R3 after 30 days of the publication of this Award, then the Petitioner shall be engaged in preference to others and even if R3 is given the contract to supply casual labour his name shall be given preference and R3 shall send his name taking his seniority as of January, 1993. However, a word of caution, that this shall apply only for engaging fresh casual labourers after 30 days from the publication of this Award and there shall be no retrenchment of casual labour in view of this Award."

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her corrected and pronounced by me on this the 31st day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri P. Saraiah	MW1 : Sri S. Subramanyam
WW2 : Sri D. Ramesh	

Documents marked for the Petitioner

Ex. W1 : Copy of Identity card dt. 10-9-93

Ex. W2 : Copy of legal notice dt. 13-11-99 to the Respondents

Documents marked for the Respondent

Ex. M1 : Copy of tender application, agreement papers

Ex. M2 : Copy of Lr. No. IR(L)/319(21)/97 dt. 5-11-97

Ex. M3 : Copy of statement by 498 workers

Ex. M4 : Copy of list of 419 workers who were taken under Direct Payment System.

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 3006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 195/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3006.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. L.C.I.D. No. 195/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 27th day of August, 2004

INDUSTRIAL DISPUTE L.C.I.D. NO. 52/2003

(Old I.D. No. 60/98 Transferred from Labour Court, Guntur)

BETWEEN

Smt. N. Subbaiah,
S/o Veeranna,
D. No. 7-14-2/1
Old Town (Pathuru),
Tadepalligudem (P. O.),
West Godavari District. ......Petitioner

AND

1. The President,
The Venkateswara Food Storage Society,
Regd. No. 1408/89,
F. C. I. Department,
Tadepalligudem (P. O.),
West Godavari District.

2. The District Manager,
Food Corporation of India,
K. N. Reddy Complex,
Tadepalligudem-2,
West Godavari District .... Respondents

APPEARANCES :

For the Petitioner : Sri Ch. Sudhakar Babu, Advocate.

For the Respondent : M/s. D. Murali Krishna, E. S. M. Prasad & V. Bharathi, Advocates for RI

AWARD

This is a case taken under Sec. 2A (2) of the I. D. Act, 1947 by the Labour Court, Guntur in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W. P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I. D. No. 60/98 and renumbered in this Court as L. C. I. D. No. 52/2003.

2. Inspite of several adjournments given from 12-11-2003 for cross examination of the Petitioner for 13 adjournments. Petitioner is continuously absent since 9 months. He is not evincing any interest in the case. Petitioner's counsel is also absent. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil' Award is passed, Transmit.

Award passed accordingly, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 27th day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 3007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या 85/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22012/317/2002-आई. आर. (सी एम-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 19-10-2004.

[No. L-22012/317/2002-IR(CM-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 1st day of September, 2004

INDUSTRIAL DISPUTE NO. 85/2003

BETWEEN

The Vice President,
FCI Loading & Unloading Workers Union,
C/o FCI Ongole Godown, Ongole,
Kathapatnam Road,
Distt. Prakasam. . . . Petitioner

AND

1. The District Manager,
Food Corporation of India,
Guntur,
District Guntur. . . . Respondent

APPEARANCES :

For the Petitioner : NIL

For the Respondent : M/s. B. G. Ravindra Reddy & B. V. Chandra Sekhar, Advocates.

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/317/2002-IR (CM. II) dated 13-10-2003 referred the following dispute under section 10(1) (d) of the I. D. Act, 1947 for adjudication to this Tribunal between the management of Food Corporation of India and their workman. The reference is,

SCHEDULE

"Whether the action of the management of FCI, Ongole in not regularizing the services of Loading & Unloading workers of FCI Godowns, Ongole from the year 1974 onwards is legal and justified ? If not, to what relief workmen are entitled ?"

The reference is numbered in this Tribunal as I. D. No. 85/2003 and notices were issued to the parties.

2. Inspite of several adjournments given from 13-11-2003 for 14 adjournments including 1-9-2004 the petitioner (union/representative) has not turned-out with claim statement and documents. Petitioner Union continuously absent. Respondent Counsel present. There is nothing on record to support the case of the Petitioner union.

Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 1st day of September, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 19 अक्तूबर, 2004

का. आ. 3008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, आई. आर. आई. एस. ई. टी. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद (संदर्भ संख्या एल. सी. आई. डी. संख्या 78/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2004 को प्राप्त हुआ था।

[सं. एल. 22013/1/2004-आई. आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 19th October, 2004

S.O. 3008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. L.C.I.D. No. 78/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Railway Institute of Signal Engineering and Telecommunication and their workman, which was received by the Central Government on 19-10-2004.

[No. L-22013/1/2004-IR(C-II)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT :

Shri E. Ismail, B.Sc., LL.B., Presiding Officer.

Dated the 24th day of August, 2004

INDUSTRIAL DISPUTE NO. L.C.I.D. 78/2003

BETWEEN

Sri Gopidesi Appa Rao,
Rtd., Record Sorter,
S/o Late Narasimham,
R/o West Ibrahimpatnam,
Near Harijan Colony,
Vijayawada-521456. . . . Petitioner

AND

The Director,
Indian Railway Institute of
Signal Engineering and Telecommunication,
(IRISET), IRISET Complex, SCR,
Lalaguda, Secunderabad. . . . Respondent.

APPEARANCES :

For the Petitioner : M/s. K. Ravinder Goud & Y. Ranjeeth Reddy, Advocates.

For the Respondent : Sri A. Prithvi Raj, Advocate

AWARD

This is a case taken under Sec. 2A (2) of the I. D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W. P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and numbered in this Court as L. C. I. D. No. 78/2003 and notices were issued to the parties.

2. Inspite of several adjournments given from 19-6-2003 for enquiry the Petitioner did not attend for 13 adjournments. On 24-8-2004 the counsel for the Petitioner reported that he is unable to contact the Petitioner and filed a memo to that effect. Petitioner called absent. There is nothing on record to support the case of the Petitioner. Hence, a 'Nil' Award is passed, Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and pronounced by me on this the 27th day of August, 2004.

E. ISMAIL, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 20 अक्तूबर, 2004

का. आ. 3009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 209/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-10-2004 को प्राप्त हुआ था।

[सं. एल. 14012/18/98-आई. आर. (डी. यू.)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 20th October, 2004

S.O. 3009.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 209/98) of the Central Government Industrial Tribunal/Labour Court, No. I, New Delhi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 20-10-2004.

[No. L-14012/18/98-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I. D. No. 209/98

Presenting Officer : Shri S. S. Bal

In the matter of Dispute

BETWEEN :

Shri Vijender Kumar,
S/o Shri S. S. Thiryan,
President INTUC Gurgaon,
O/o Gram Gudhana,
P. O. : Sherpur,
Gurgaon . . . Workman

VERSUS

The Wing Commander,
Chief Administrative Officer,
54, Air Force Park,
Air Force Station,
Gurgaon . . . Management

APPEARANCES :

None

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-14012/18/98-IR (DU) dated 7-9-98 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Vijender Kumar Pass No. 466 is legal and justified ? If not, to what relief the workman is entitled to ?"

2. Brief facts as culled from claim-statement are that the claimant Shri Vijender Kumar was appointed with the Wing Commander/Senior Administrative Officer No. 54, ASP, Air Force Station, Gurgaon as Beldar w.e.f. 16-8-94 and was drawing salary of Rs. 1656 P.M. His services were illegally terminated by the management (respondent) on 27-12-1996 without payment of retrenchment compensation, notice pay and other dues in accordance with law. He further stated that his services were terminated illegally on 27-12-96 without following the due procedure of law applicable to the applicant. It is further stated that the entire service record of the workman is unblemished, very good and his services were continuous and without any break. He was not issued any charge sheet nor any domestic enquiry was conducted against him. He was also not given any opportunity of being heard before the management has given employment to other workers after his illegal termination.

3. The respondent-management contested the claim reference by filing reply and written statement dated 18-10-99 raising preliminary objections that the claim statement is misconceived, the respondent is not an industry; that the applicant was engaged on daily wage basis for clearing of foliage and shrubs. The applicant/claim is not maintainable and this court has no jurisdiction, that the applicant is not a workman. Hence the application is not maintainable under the provisions of the I. D. Act.

4. On merits it is denied that the applicant was appointed on the post of Beldar or was drawing the salary of Rs. 1656 per month. It is further stated that the claimant was merely engaged as casual daily wager as and when required for cleaning of foliage and shrubs. Daily wages rate were paid to him as and when engaged as prescribed in the pay schedule of Labour Commissioner, Haryana. He was engaged on need basis as and when required. It is also denied that his services were continuous without break. He was engaged merely on need basis and for required task and as such the claim of the workman is liable to be dismissed, being untenable in the eye of law.

5. The workman last appeared on 3-4-03 and thereafter he did not appear on subsequent 5 hearings. Hence he was proceeded ex parte on 16-8-04. It appears that he is not interested in prosecuting his case. On the contrary management filed affidavit of Capt. H. Garg and its evidene was closed and matter was fixed for arguments on 25-8-2004. It was again adjourned to 29-9-04 but none appeared to address arguments. I have perused the file meticulously.

7. Perusal of the record shows that the workman has failed to prove that he was engaged as Beldar and worked continuously as claimed by him. On the other hand management respondent i.e. Air Force Station has examined/filed the affidavit of Capt. H. Garg, Commanding Officer, in evidence and his evidence by way of affidavit goes unrebutted. It is evident that the workman was engaged as casual worker on daily wages to remove the foliage and shrubs on need basis as and when required. There is nothing on record that the workman worked continuously for 240 days in a year or that respondent-management Air Force Station is an Industry. Air Force Station to my knowledge comes under the control of Air Force and the provisions of I. D. Act are not applicable to Air Force Station.

8. Following questions arise for determination :—

1. Whether the respondent is an 'Industry'.
2. Whether the claimant is a 'workman'.
3. Whether the dispute raised by the workman is an industrial dispute ?

9. The word Industry has been defined in section 2(j) of the I. D. Act as under :—

(j) 'Industry' means any business, trade, undertaking manufacture or calling of employees and includes any ceiling, service, employment, handicraft, or industrial occupation or avocation of workman;

Same has been explained by the Supreme Court in its decision reported in Bangalore Water Supply and

Sewerage Board Vs. A. Rajappa 1978 Lab I. C. 467 and others which is as follows :—

"Industry" as defined in S. 2(j) has a wide import.

Where there is (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss e.g. making, or a large scale prasad or food), prima facie, there is an "Industry" in chat enterprises.

The definition of 'Industry' to my mind is not applicable to the Air Force Station as it does not carry out any business trade etc. etc. rather the maintenance and management of Air Force Station is controlled by the Government of India in discharge of its sovereign function for the sake of security of the Nation. The respondent Air Force Station is funded by the Central Government thus the respondent Air Force Station is not an Industry as defined in Section 2(j) of the I. D. Act.

10. The claimant was engaged by the respondent Air Force Station which is not an 'Industry' and as such he cannot be termed as workman as he was not employed in an industry. Thus the claimant is not a workman strictosensu as per definition of the workman as defined in Section 2(s) according to which a person employed in an 'Industry' according to which workman is any person employed in an 'Industry' to do any manual, unskilled, skilled work etc. etc. Even if the claimant is assumed to a workman the dispute raised by him by way of the present reference in question cannot be termed as an Industrial dispute. As the respondent is not an 'Industry' as mentioned above and the claimant is not an employee of the industry. Hence this Industrial Tribunal/Labour Court is not competent to determine the dispute raised by the claimant by way of present reference for want of jurisdiction. Even otherwise the claimant has failed to prove that he was employed as beldar and worked for 240 days continuously and/or there has been any violation of the provisions of Section 25-F of the I. D. Act. There is no material on record to conclude that action of the management of respondent Air Force Station Gurgaon in terminating the services of the claimant Shri Vijay Kumar is illegal or unjustified. The burden to prove the same was on the claimant petitioner. In the absence of any evidence that the action of the management is illegal or unjustified. I have no option but to conclude that the action of the department in terminating the services of the respondent is legal and justified and the reference is thus answered in the affimative, and award is passed accordingly.

Dated : 30-9-04 S. S. BAL, Presiding Officer

नई दिल्ली, 25 अक्तूबर, 2004

का. आ. 3010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 269/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-10-2004 को प्राप्त हुआ था।

[सं. एल. 12012/38/1999-आई. आर. (बी. II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 25th October, 2004

S.O. 3010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 269/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad No. 2 as shown in the Annexure, in the Industrial Dispute between the management of Allahabad Bank and their workmen, received by the Central Government on 25-10-2004.

[No. L-12012/38/1999-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act, 1947

Reference No. 269 of 1999

PARTIES :

Employers in relation to the management of Allahabad Bank, Patna and their workman.

APPEARANCES :

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand **Industry :** Banking

Dated, Dhanbad, the 4th October, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/38/99/IR(B-II), dated the 10th/11th August, 1999.

SCHEDULE

"Whether the action of the management of Allahabad Bank Patna in transfering Sh. R. K. Verma from Motihari to Pakauli as per Bi-partite settlement dt. 3-3-90 is justified ? If not, what relief the workman is entitled to ?"

2. In this case neither the concerned workman nor his representative appeared on the date fixed. None also appeared on behalf of the management. The instant case is pending since 1999 for disposal. It transpires from the record that though the workman side appeared on one occasion and filed Written Statement on their behalf subsequently failed to turn up before this Tribunal. It further transpires from the record that sufficient opportunities were given to the parties but inspite of giving ample opportunities they failed to turn up before this Tribunal to take steps in the matter of hearing of this case. Attitude of the parties if is taken into consideration will expose clearly that they are not interested to proceed with the hearing of this case. Under such circumstances, this Tribunal finds no reason to adjourn the case suo moto for days together. Hence, the case is closed and a 'No dispute' Award is rendered and the instant reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 25 अक्तूबर, 2004

का. आ. 3011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 74/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-10-2004 को प्राप्त हुआ था।

[सं. एल. 12012/46/89-डी. II (ए)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 25th October, 2004

S.O. 3011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/98) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workmen, which was received by the Central Government on 25-10-2004.

[No. L-12012/46/89-D.II(A)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, "SHRAM SADAN", III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE-560022

Dated, 7th October, 2004

PRESENT :

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 74/98

I PARTY	II PARTY
The General Secretary, Vijaya Bank Employees Federation, 18-22, Byatappa Building, Cubbonpet Main Road, Bangalore-560002	The Chairman-cum-Managing Director, Vijaya Bank, Head Office, Trinity Circle, Mahatama Gandhi Road, Bangalore-560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/46/89-D II(A) dated 11th August, 1998 for adjudication on the following schedule :

SCHEDULE

"Is the Vijaya Bank Employees Federation justified in demanding that Shri Channabasappa D. Tondur should be absorbed in regular service, as Sub-staff, in Vijaya Bank ? If so, to what relief the said workman is entitled ?"

2. The case of the first party workman, as made out in the Claim Statement, briefly, stated is that right from the year 1974 he has been working with the Second Party Bank branch at Hulgur as a Pigmy Agent and in the year 1979 as against the vacancy for the post of sub-staff in the said branch he was engaged to work as sub-staff with permission to continue to work as Pigmy Agent strictly after the branch office hours. Therefore, he worked as a sub-staff during the regular office hours of the branch and after the branch office hours he was working as a Deposit Collector; that he worked continuously from 26-2-1979 to 25-8-1980 as sub-staff on the full time basis. He had actually worked for more than 444 days excluding the Sundays, National and festival holidays and other bank holidays till his services were terminated w.e.f. 26-8-1980. Therefore, the action of the management tent amounts to retrenchment as defined under Section 2(00) of the ID Act and since there was no compliance of Section 25 F (a & b) of the ID Act before terminating his services, it amounts to illegal, improper and unjustified termination

liable to be set aside by this tribunal; that aggrieved by the said action of the bank he made a representation dated 30-9-1979 and 21-2-1980 and so also on 6-3-1980 to the management to consider his case favourably so as to absorb his services permanently but of no avail. After his services were terminated he requested the then existing union to espouse his casue but it was not considered. In the year 1985, the first party union came to be established and being approached by the first party a dispute was raised on his behalf but the management turned down the claim of the first party on the ground that he has exceeded the prescribed age limit and therefore his request for absorption cannot be considered; that the first party worked against the leave vacancy caused by one sub-staff by name A. S. Shetty which was not a permanent vacancy. Said Shri Shetty did not turn up to duty and was ceased to be the employee of the management. However in his place somebody else was taken instead of considering the request of the first party to make him permanent in place of Shri A. S. Shetty. Therefore, he requested the court to pass an award declaring that the action of the management in terminating his services was illegal and unjustified and that the first party entitled to be reinstated in service on regular basis as the sub-staff with full back wages, continuity of service and all other consequential benefits.

3. The Second Party management by its Counter Statement not disputing the fact that the first party was working as Jeevan Nidhi Deposit Collector (JND Collector) from 1974 at Gulgur branch. However, contended that the first party was drawing a commission of about Rs. 1500 per month working as a Deposit Collector under the terms and conditions as set out in the appointment order made by the management in that behalf. It was contended that during the year 1979 and 1980, the first party was asked by Gulgur branch to do certain casual work during the leave period/absence of the permanent employees in the said branch. He agreed to do it and worked temporarily for a specified period and his services were utilized by the said branch for a period of 444 days between February 1979 and August 1980 on 47 occasions, each engagement being separate and distinct from another engagement. He was being paid wages for the day whenever he was being engaged in the absence of permanent sub-staff going on leave and in the meanwhile he continued to collect the deposit on those days also and there was no permanent vacancy at that time. He was not engaged from August 1980 onwards. Therefore, he being engaged on certain occasions during his spare hours in addition to his primary duty as Deposit Collector of the bank does not change the character of his appointment as even as on today he is working as JND Collector; that the first party union raised the dispute on behalf of the workman before the Conciliation Officer and there being no *prima-facie* case made out in his favour, the appropriate Government refused to make reference of the dispute. The first party then filed a writ petition No. 4712/90 challenging the endorsement of refusal of his dispute by way of reference and the High Court having allowed the said writ petition, directed the Central Government to refer the dispute for adjudication and hence the present reference.

4. It was contended that the dispute has been raised after a lapse of 8 years without explaining the delay in raising the same and therefore, on this ground itself it is liable to be dismissed. Keeping in view the settled principle of law that the dispute has to be raised within a reasonable time and that the belated disputes should not be encouraged. It was further contended that the first party being a Commission Agent only, is not a Workman as defined under Section 2(s) of the ID Act and therefore has no *locus standi* to raise the dispute under the provisions of ID Act. It was contended that the first party has worked as temporary sub-staff for 444 days intermittently therefore, the management requested this court to reject the reference.

5. The management on its behalf examined one witness as MW1 and got marked 5 documents at Ex. M1 to M5. The statement of MW1 in his Examination Chief, to put in nutshell, is that the first party worked as a Pigmy Collector on a contract basis and was being paid commission on the collections made by him. He stated that in the year 1979-80 one Mr. A. Shetty who was a Peon was on leave on many occasions and in his place the first party who was working as Pigmy Collector then, was engaged up till August 1980 but he has not worked continuously. He was being paid daily wages for which vouchers are maintained by the bank and 46 such vouchers are marked at Ex. M1. He stated on the basis of the vouchers he can say that the workman has not worked continuously for 240 days. He says that in the month of August 1980 a permanent attender was appointed in place of Shri Shetty. Then he referred to a certificate at Ex. M2 showing the first party as Pigmy Agent and the document at Ex. M3 and M4 to show that he was being paid commission as a Pigmy Agent. Lastly, he referred to the endorsement Ex. M5 where under the appropriate Government had declined initially to refer his dispute to this Tribunal. His statement in cross examination relevant for the purpose is that the first party worked as a Pigmy Agent of the said Gulgur Branch right from its opening in the year 1974 and said Shri Shetty was the only sub-staff in between the year 1974-79 who went on leave and remained absent during the period from 26-2-1979 to 25-8-80 and in his absence first party discharged duties of the sub-staff as a temporary Peon while doing the work of Pigmy Agent after the office hours of the branch. Shri Shetty was removed from service and in his place in August 1980 one Shri S. N. Bhramavar was appointed as sub-staff and thereafter the services of the first party were discontinued.

6. There was no oral or documentary evidence pressed into service on behalf of the first party. Learned counsel for the first party vehemently argued that as per the very stand taken by the management in the Counter Statement as well as in the statement of MW1, it is clear like crystal that the first party worked as a sub staff of the management branch continuously for a period of 444 days during the period from February 1979 and August 1980 and therefore, he having worked for a period of more than 240 days in a particular calendar year very much comes under the definition of the workman as per Section 2(s) of the ID Act and since his services have been terminated abruptly for no good reasons, the action of the management amounts to retrenchment as defined under Section 2(00) of the ID Act and since it was not in compliance that Section 25F (a&b) of the ID Act, it is a case of illegal termination and in the result the first party is entitled to the relief sought for. Whereas, the learned counsel for the management was of the argument that the services of the first party were being utilized by the management bank purely on temporary and ad hoc basis in place of said Shri Shetty who went on leave and thereafter remained absent from duty during the aforesaid period. Therefore, the learned counsel submitted that the first party not being appointed as a sub staff either to a permanent vacancy or under any regular appointment to be made under the bank rules, candidate being sponsored through Employment Exchange, he cannot claim absorption of his services with the bank much less claiming any backwages etc. His next contention was that the dispute on hand is a stale dispute not being in existence in the year 1988 i.e. and reference being made after about 18 years from the date of termination and there being no vacancy in the management bank of the said branch, he cannot be absorbed in the services of the bank.

7. After having gone through the records, I am of the opinion that the dispute on hand can very well be disposed off on the basis of the very admitted facts in the form of oral as well as documentary evidence and the respective contentions of the parties. The fact that since the year 1974 the first party worked as a JND Collector (hereinafter called Pigmy Agent) and that as on to date also he is with the bank working as a Pigmy Agent is very much admitted by the Second Party management.The contention of the management that since the first party worked as Pigmy Agent he is not a workman as defined under Section 2(s) of the ID Act is to be rejected on its face itself for the simple reason that the first party has not based his claim as a Pigmy Agent but has come to this tribunal claiming his rights as a sub staff for having worked with the bank during the period from February 1979 till August 1980. Therefore, now the question to be dealt with would be **Whether in the light of the above said admissions made by the management that the first party did work as sub staff for a period of 444 days, during the aforesaid period in place of Shri Shetty, does his case fall under the definition of the workman as provided under Section 2(s) of the ID Act.** The Plain answer to this question would be certainly in the **Affirmative.** The Management admitted in the Counter Statement as well as in the statement of MW1 that the first party worked as a sub staff during the period mentioned above in the absence of said Shri Shetty but its case is that he worked on daily wage basis being paid wages through vouchers and that his services were being taken intermittently whenever said Shri Shetty went on leave. If we go through the very vouchers which are 46 in numbers marked before this Tribunal at Ex. M1, it could be seen that right from the month of March 1979 till the month of November 1979 i.e. up till 3-11-79 the first party worked with the bank throughout, of course, excluding Sundays and other holidays. Every week he was being issued with an independent voucher for being paid daily wages at the end of the week. Voucher dated 10-11-79 shows that he was paid wages for a period from 5-11-79 to 10-11-79 again for a period of 6 days at the end of the week. A voucher dated 30-11-79 is of the payment of wages of 17 days beginning from 12-11-79 to 30-11-79. A voucher dated 29-12-79 shows that first party worked for 23 days and accordingly he was paid daily wages for the said period. A voucher dated 30-1-80 shows that he worked for 23 days in a month of December. Likewise a voucher dated 29-2-1980 shows that he worked for 23 days for the following month. Vouchers dated 31-3-80, 30-4-80, 28-6-80, 1-8-80, 26-8-80 would disclose that he worked for 24 days, 25 days, 27 days, 26 days, 27 days and 18 days respectively from the months of April to August 1980. Therefore, if we count to the days for which the first party worked with the management as per the various vouchers submitted by the management and also take into consideration the very admission made by the management in the Counter Statement as well as in the statment of MW3 it becomes very much evident that the first party worked with the bank continuously for a period of 240 days in a particular calendar year and he worked totally for a period of 444 days as on the date his services were terminated. Therefore, in the light of the above, the only and safe conclusion to be drawn would be that the first party comes well within the definition of 'Workman' as defined under Section 2(s) of the ID Act. Since the first party worked with the bank of course on temporary basis fulfilling the conditions of the workman, then, as argued for the first party, termination of his services tantamounts to a retrenchment as defined under Section 2(00) of the Act. Undisputedly the requirements of section 25F (a&b) have not been satisfied by the management while terminating the services of the first party and in the result the reinstatement becomes illegal amounting to illegal termination and therefore, liable to be set aside as illegal and void *ab initio*.

8. Contention of the management that the dispute being raised after a lapse of period of 8 years is liable to be rejected, holds no water as now it is a settled principle of law that on the ground of delay reference need not be rejected but the reliefs to be granted to the workman be modified in the given circumstances. Now therefore, question to be considered would be to what relief the workman is entitled for. The claim of the workman that he should be absorbed permanently in the service of the bank cannot be granted for the simple reason that his appointment was purely on temporary and adhoc basis. It is his own case that he worked in place of Shri Shetty, a sub staff of the bank when he went on leave and remained absent from duty. The fact that the workman discharged his duties as sub staff purely on temporary basis and was paid daily wages is quite evident from the payment vouchers referred to supra produced by the management before this tribunal. Therefore, question of reinstatement of the workman as a sub staff of the bank in question is to be ruled out. Now coming to the question of relief of backwages, we have take into account 3 important factors. Firstly the dispute on hand was raised after an inordinate delay of years and the reality is that the reference on hand came to be made somewhere in the year 1988. Therefore, a period of 18 years has elapsed from the date of the termination of the services of the workman for which period court will not be justified to burden the management with the payment of backwages, entirely. The next fact to be considered is that the workman worked with the bank all through and he is still working with the bank as a Pigmy Agent and it was not disputed by him that he is getting a commission of Rs. 1000 to 1,500 per month on his deposit collections. Lastly it cannot be lost sight of the court that the workman has not come forward and entered the witness box to speak to the fact that he has not been gainfully employed during the period he was away from the service of the management as a sub staff. He did not come forward with an explanation as to whether apart from, the job of Pigmy Agent he has not been gainfully employed after he was removed from the services of the sub staff of the bank. Therefore, taking into consideration all these factors and peculiar circumstances of the case not ignoring the fact that the workman is entitled to retrenchment compensation and a salary in lieu of the notice of period of one month. It appears to me that ends of justice will met if the workman is paid a lumpsum amount of Rs. 50,000 towards his full and final settlement of the claim against the management. Accordingly reference is answered and following award is passed.

AWARD

The Second Party Management is directed to pay a sum of Rs. 50,000 to the first party workman in a lumpsum towards his full and final settlement of claim against the management. It shall be paid within a period of 3 months from the date of publication of this award and in case of failure, the amount shall carry an interest at the rate of 9% per annum till its realisation. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 7th October, 2004.)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 25 अक्तूबर, 2004

का. आ. 3012.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 36/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-10-2004 को प्राप्त हुआ था।

[सं. एल. 12012/31/2001-आई. आर. (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 25th October, 2004

S.O. 3012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Canara Bank and their workmen, received by the Central Government on 25-10-2004.

[No. L-12012/31/2001-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

"SHRAM SADAN"

III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE-560 022

Dated : 12th October, 2004

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 36/01

I Party	II Party
Shri Kolanarayana, No. 35, 5th Cross, Vonnarpet Lay Out, Viveknagar, Bangalore-560 047	The Managing Director, CB, Head Office, No. 112, J. C. Road, Banangalore-560 002

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/31/2001/IR (B-II) dated 14th May, 2001 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Canara Bank to order compulsory retirement of Shri Kolanarayan from service is legal and justified ? If not, what relief the concerned workman is entitled ?"

1. The case of the first party as made out in the Claim Statement (pleadings on the point of fairness and legality or otherwise of the Enquiry Proceedings are omitted there being a separate finding given on the said point) in brief, is that he was working as an Armed Guard in the Currency Chest-III of the Second Party Bank since 1-6-95 upon his release from the armed forces (Ex-serviceman) and he had put in more than 18 years service in the Second Party Bank (herein after called the bank); that he was placed under suspension w.e.f. 7-1-99 and was served by show cause notice dated 8-1-99. Before he could give his reply to the said show cause notice he was served with a charge sheet dated 19-3-99 without calling upon him to submit his explanation. Thereupon a DE was conducted against him and on the basis of the enquiry report he was dismissed from service. He preferred an appeal and dismissal order was replaced with the order of Compulsory Retirement; that the findings of the Enquiry Officer are perverse in as much as he has not appreciated the evidence on record properly and that there was no sufficient and legal evidence to prove the charges of misconduct leveled against him; that one of the 4 witnesses examined by the management as MW4 namely Venkatasubbaiah another Armed Guard who had accompanied the first party on the alleged date of incident, infact, had supported the defence taken by the first party, saying that he and one Govinda, another official of the bank had gone to purchase Beedies after the vehicle was stopped near Minerva Circle and both of them were beaten up sustaining injury; that the Enquiry Officer, Disciplinary Authority and the Appellant Authority have not considered the fact of acquittal of the first party and two others by the competent court of law in a judgment passed in CC No. 2393/99 dated 1-1-2000; that the Disciplinary Authority have adopted the attitude of victimising the first party in discriminating him as against the said Govinda, a sub staff and Huchappa, a clerk in imposing the punishment of dismissal when the above said two officials of the bank were reinstated in service taking into consideration of the fact of their acquittal by the competent criminal court which factor was not taken into consideration while imposing the punishment of dismissal against the first party; that the findings of the Enquiry Officer purely based on the alleged investigation report at MEX. 1 without examining the Wine Shop Cashier by name Devendra is perverse as the said report has no evidential value in the eye of law. Moreover the Enquiry Officer has also not properly appreciated the evidence of said Venkatasubbaiah which read in favour of the defence of the first party; that the first party workman was present and the charges leveled against him are false and baseless and therefore, he has not committed any gross misconduct as alleged by the Disciplinary Authority; that the punishment of Compulsory Retirement imposed by the Appellant Authority is also very severe and disproportionate to the gravity of the allegations of misconduct keeping in view the clean service record of the first party so also for the reason that he belonged to Scheduled Caste and had put in 18 years of service with the bank as an Ex-Serviceman. Therefore, he requested the court to pass award in his favour setting aside the punishment of Compulsory Retirement and to reinstate him in service with backwages, continuity of service and other consequential benefits.

2. The management namely Second Party Bank resisted the Claim of the first party and at Para 3 of Counter Statement came out with the following contentions :

"The first party was working as Armed Guard at Second Party Currency Chest III, Head Office Building, Bangalore since 1-6-1995. The first party was deputed to Second Party Konanakunte Branch, Bangalore on 3-1-1999 for cash remittance of Rs. 3.00 lacs along with Shri C. Huchappa (14244) Clerk, Shri Venkatasubbaiah (40590), Armed guard and Shri K. Govinda (41405), sub staff while returning from Konanakunte branch, Bangalore after remitting the cash. The first Party along with Shri C. Huchappa and Shri K. Govinda got down from the Ambassador car with Registration Number CAA 5112 which was hired for cash remittance, at M/s. Vinutha Wine Stores near Minerva Circle, Bangalore and entered the said wine shop at around 11.30 AM ordered for alcohol viz. Beer and Bagpiper whisky and consumed the same. After consuming the alcohol, when the Manager of the Wine Stores demanded Rs. 68 being the bill amount, the first party has reportedly refused to pay the amount and picked up a quarrel. In the meantime, the first party brought the gun from the car and pointed the same towards the staff of the wine shop and threatened to shoot and kill them. However, the cashier of the Wine Shop held the gun pointed out by the first party very firmly and when they shouted for help, the first party along with Shri C. Huchappa and Shri K. Govinda fled the scene in the car, leaving the gun with the staff of the wine shop. When the staff of the wine shop informed the

police authorities about the incidence, the Hoysala Unit arrived at the scene and seized the gun left by the first party in the Wine Shop. Subsequently, Second Party Bank had to observe/face various procedural formalities/impediments to retrieve the gun from the custody of the police authorities. As a responsible Armed Guard, it is the duty of the first party to possess and use the gun for safeguarding the interest of the Second Party Bank. Instead, by leaving the gun in the wine shop, the first party has violated the duties of an Armed Guard and exposed the Bank to severe risks thus jeopardizing the interest of the Second Party Bank. Basing on the complaint lodged the Manager of the Wineshop, the police authorities had arrested the first party and Shri K. Govinda from the currency chest on the same day, under Sections 323, 506(b) read with Section 34 of IPC read with Section 30 of Indian Arms Act. It is recorded in the FIR that the First party and Shri K. Govinda have confessed having committed the above said crime along with Shri Huchappa by coming in Ambassador Car bearing Registration No. CAA 5112. The first party also confessed before the Police Authorities that he has used the gun for committing the above crime as reported in the FIR. The first party was taken by the Police Authorities to the Victoria Hospital, for an examination and the Medical Officer of Victoria Hospital, after examining the first party has confirmed and certified that he had consumed alcohol. The first party along with Shri K. Govinda were remanded to judicial custody for 15 days. The details of above incidence has appeared in leading Newspapers under heading "5 Bank Staff held for threatening Bar Cashier" (Deccan Herald dated 4-1-1999), "Canara Bank guard threatens Wine Store Cashier, is arrested" (Times of India dated 4-1-99). The first party has, by consuming alcohol during the office hours while on duty behaved in an indecent and riotous manner by assaulting public persons and causing injury to them as reported in the FIR. The news items appeared in the popular daily newspapers carrying the above incidence committed by the First party along with other staff members, has lowered the image of Second Party Bank in the eyes of the public at large. The unauthorised use of gun in Wine Shop and leaving the Gun in the shop on the part of the first party has not only exposed the Bank to serious consequences but also lowered the image of the Second Party Bank. He has thus abdicated his primary responsibility and failed in his duties as Armed Guard. An explanation in the subject matter was called for from the first party vide letter No. BLSW/10061/Enquiry Proceedings/MS/99 dated 8-1-99 from staff section (W, Circle Office, Bangalore but he has failed to submit his reply though he has acknowledged the same on 14-1-1999. That there after a charge sheet bearing Ref. No. BLC/DAC/3013/E.37/CH 7/99 dated 19-3-1999, was issued to the first party, in spite of giving him an opportunity submit his defence statement in response to the said chargesheet, he failed to submit any explanation to the said chargesheet. By his above action has caused wilful damage or attempted to cause damage to the property of the Second Party Bank and thus committed Gross Misconduct within the meaning of Chapter XI Regulation 3 Clause (j) of Canara Bank Service Code. His above action being prejudicial to the interest of the Bank, he has also committed "Gross Misconduct" within the meaning of Chapter XI, Regulation 3, clause (m) of Canara Bank Service Code. It is pertinent to mention here that an investigation was conducted into the matter and when a *prima facie* case was established against the first party, he was kept under suspension pending initiation of disciplinary action and subsequently the chargesheet was issued to him. It is submitted that the service conditions of the workmen employees of the Second Party Bank, are governed by the provisions of the Canara Bank Service Code and the chargesheet has been issued to the first party him under the provisions of Canara Bank Service Code, which is in consonance with the provisions contained in the various Bipartite Settlements/Awards which governs the service conditions of award staff in public sector Banks. A departmental enquiry into the matter was ordered by appointing Shri V.G. Tagore, as an Enquiring Officer and Shri R. Kasturi as Presenting Officer by the Disciplinary Authority, the first party was defended by a Defence Representative of his choice, participated in the enquiry and cross examined the management witnesses. The Presenting Officer produced and marked 20 documents and examined 4 witnesses on behalf of the management, and the Defence Representative neither produced any defence documents nor examined any witness on their behalf. All reasonable and sufficient opportunity were provided to the first party in the enquiry to defend his case duly complying with the principles of Natural Justice. Thereafter, the Enquiring Officer, taking into account the entire evidence on record, oral as well as documentary, evidence, and also the submissions made by the Presenting Officer/Defence Representative, submitted his findings dated 5-1-2000 holding the first party guilty of the charges levelled in the chargesheet. A copy of the findings was forwarded to the first party for his submissions on the findings of enquiry officer if any. The first party had submitted his submissions on the findings of Enquiry Officer, vide letter dated 20-1-2000. That agreeing with the findings of the Enquiring Officer,

the Disciplinary Authority proposed the punishment of "Dismissal" and he was also given an opportunity of personal hearing on the proposed punishment. The first party attended the personal hearing on 7-3-2000 and made his oral/written submissions. Taking into consideration the entire aspects of the case and the submissions made by him during the personal hearing, the Disciplinary Authority imposed the punishment of "Dismissal" on the first party. Aggrieved by the imposition of the punishment of dismissal, the first party had preferred an appeal vide his appeal memorandum dated 2-5-2000. The Appellate Authority after considering the appeal found that the punishment imposed by the Disciplinary Authority is just and appropriate considering the gravity of the misconduct. However, considering the submissions made by the first party during the personal hearing and purely on humanitarian grounds modified the punishment of "Dismissal" to Compulsory Retirement."

3. At Para 4, the management denied the allegation that the first party put in 18 years of unblemished service with the bank and that he was not given any opportunity show cause notice or to submit his explanation to the chargesheet. It was contended that the first party did not give his reply to the chargesheet or to show cause notice despite the opportunity given. While denying the contention that first party was honourably acquitted in the said criminal case. It was contended that he was acquitted giving him benefit of doubt. It was also contended that the misconduct committed by the first party since has been proved during the course of departmental enquiry, the management or the disciplinary authority was not bound or to give any advantage of the first party being acquitted in the criminal prosecution. It was contended that the findings of the Enquiry Officer are very much based on sufficient and legal evidence placed before the Enquiry Officer and the findings are very much supported not only by evidence but also by cogent reasonings given by the Enquiry Officer; that the defence taken by the first party workman that he was not involved in the incident in question is an after thought and self serving as admittedly he returned to the bank after cash remittance without the gun he used to be armed with doing the duty of the Armed Guard. It was further contended that the happening of the incident was also talk of town it being published in two important daily newspaper viz. Times of India and Decan Herald. The newspaper cuttings were very much placed before the Enquiry Officer and were marked during the course of enquiry. Therefore, the management requested this court to dismiss the reference.

4. Keeping in view the pleadings of the respective parties with regard to the fairness and validity of the Enquiry Proceedings issue on the point of DE was taken up for hearing in the first instance. When the matter was posted for evidence to be led on behalf of the management on the said issue, learned counsel for the first party filed a memo conceding the fairness of the enquiry proceedings reserving his right to challenge the enquiry findings and findings of the Disciplinary Authority as well as Appellate Authority and legality of punishment imposed on the first party. Therefore in the light of the said memo this court recorded finding to the effect that DE held against the first party by the Second Party was fair and proper. Therefore, in the light of the above said finding controversy gets narrowed down rather gets limited to the point as to whether the findings of the Enquiry Officer suffered from any perversity and if not whether the punishment of Compulsory Retirement imposed by the Appellate Authority by replacing the punishment of dismissal was legally justified.

5. Learned counsel for the first party vehemently argued that the enquiry findings suffered from perversity for the reason that they are not based on sufficient and legal evidence and therefore, resultant punishment of Compulsory Retirement awarded against the first party is liable to be set aside by this tribunal by exercising its discretionary powers under Section 11A of the ID act. He contended that there are two important circumstances with regard to the evidence led before the Enquiry Officer. One is that MW1, Investigation Officer who deposed before the Enquiry Officer was not a person competent to speak to the incident and the report submitted by him was just an hear-say evidence. Secondly, the Medical Officer who issued the Medical Certificate certifying the fact that on examining the first party he was found to have consumed Alcohol was not tendered before the Enquriy Officer giving an opportunity to the first party to cross examine the said witness. It was also contended that MW4, Venkatasubbaiah infact supported the defence taken by the first party. Therefore, the evidence on record was neither sufficient nor satisfactory but also was helpful to the case of the first party in the statement of said Venkatasubbaiah. His next contention was that there was a case of discrimination as the two other officials of the bank said to have been involved in the incident in question have been left by the management after having been found guilty of the misconduct during the course of enquiry and have been reinstated in service and whereas the first party alone was singled out to be punished with Compulsory Retirement. He contended that the first party and the other two officials who were chargesheeted for the incident in question have been acquitted by the competent criminal court and taking note of this fact, though, the said two officials were let of the hook but a different yardstick was applied in the case of the first party therefore, according to him it was a case of unfair labour practice and victimization of the first party.

6. Whereas, the learned counsel for the management argued that keeping in view the serious misconduct committed by the first party as 'Armed Guard' of the bank which misconduct was proved by sufficient and legal evidence during the course of enquiry, the punishment given by him by way of Compulsory Retirement, itself, was lenient and therefore, no further leniency can be shown against the first party. However, learned counsel submitted that going one step further, the management during the course of 'lok adalat' held by this tribunal had come out with the proposal to settle the dispute by reinstating the workman if he is ready to forego his backwages and continuity of service for the period he was out of the service of the bank. Learned counsel also argued that when the misconduct has been proved during the course of enquiry based on sufficient and legal evidence, this court is not supposed to exercise its discretionary power under Sectioon 11A of the ID Act so as to modify the punishment imposed by the management, particularly, in the cases like on hand. In support of this argument learned counsel cited a decision reported in AIR 1992 page 2188.

7. After having gone through the records particularly the oral and documentary evidence brought on record before the Enquiry Officer and the enquiry findings rendered by him, I do not find much substance in the arguments advanced for the first party saying that enquiry findings suffered from any perversity. It is now well settled principle of law that the findings of the enquiry are to be interfered at the hands of this tribunal by appreciating, afresh, the evidence brought on record before the enquiry officer when the findings were based on "no evidence" or "insufficient evidence". In the instant case it is not so. The management examined in all four witnesses including one Section Officer and an important witness namely Venkatasubbaih who had accompanied the first party for remittance of the cash and was very much present in the vehicle when the incident on hand took place. Contention of the first party that he in fact supported his defence is not appreciable. MW4 was sitting in the vehicle when un-disputedly the first party along with said K. Govinda and Hutchappa got down from the vehicle at Minerwa Circle pretending to purchase Beedes but went to the wine shop instead and took up quarrel with the Cashier of the Wine Shop when he demanded the bill amount for having consumed the Alcohol. Undisputedly, the first party was armed with a gun at the time of incident and it is case of the management he pointed the said gun at the Cashier when he demanded the money. During scuffle ensued and the people gathered at the spot hearing the cry of the Cashier the workman left the gun at the shop itself and fled from the scene. On the basis of the cashier's complaint admittedly FIR was issued against the first party and the said 2 officials followed by the chargesheet. It is also very much on record that the management bank faced lot of problems in getting back the above said gun from the custody of the police which had seized the same from the said Wine Shop during the course of Mahazar conducted on the spot. It is yet to be explained by the first party as to what made him to part with the gun, that too, in the Wine Shop which was supposed to be in his possession as an 'Armed Guard' to protect the person and property of the bank. The defence taken by him that when he along with other two alighted from the vehicle to purchase the Beedi there was some scuffle as going on at Wine Shop and during the melee they suffered injuries as contended by the management on its face itself appears to be ridiculous. It just cannot be believed that these bank officials might have been beaten up by some people at the shop, that too, for no cause or reasons. This defence of the first party indirectly and impliedly, infact, would support the case of the management that he was involved in the incident as narrated in the chargesheet.

8. I have gone through the findings of the Enquiry Officer very carefully and found that he had discussed the oral and documentary evidence at length giving his cogent reasoning, particularly, taking into consideration the case put forth by the defence representative on various points covering the evidence brought on record. Therefore, by no stretch of imagination it can be said that it was a case of "no evidence" or "insufficient evidence" so as to reappreciate the evidence already brought on record before the Enquiry Officer. Only because some different view can be taken by this tribunal by reappreciating the evidence there will be no justification to jump to the conclusion that the conclusion arrived at by the Enquiry Officer based on the evidence already brought before him was wrong or was unwarranted. Therefore, findings of the Enquiry Officer in my opinion suffered from no perversity.

9. The very fact that the police had to register a Criminal case against the first party and two other bank officials and were to seize the gun belonging to the bank, would be a circumstance sufficient to say that there was very much truth in the allegations of the chargesheet made against the workman. If there was no truth in the incident the police would have been the last agency to book the bank officials with a false chargesheet.

10. Now, coming to the quantum of the punishment, initially, as noted above, the first party was imposed with the extreme punishment of dismissal. However, during the course of appeal he preferred, punishment of dismissal was replaced with the order of compulsory retirement. This punishment also as submitted by the learned counsel for the first party, was too severe and disproportionate to the gravity of the misconduct particularly in the light of the fact that the other two culprits who were involved in the incident along with the first party were given clean chit by reinstating them in service and whereas the first

party was thrown out of the service. He also submitted that judgement of the competent criminal court should have weighed with the management as the first party was acquitted for the very same charges based on very same set of facts regarding which he faced the departmental enquiry.

11. Keeping in view the fact that the first party was entrusted with a very responsible job of 'Armed Guard', always armed with gun supposed to protect the person and propety of the bank, the manner in which he committed the misconduct certainly is a very grave and gross misconduct involving an extreme punishment of dismissal. However, the Appellate Authority had taken a lenient view converting the said order into an order of Compulsory Retirement.

12. Once again the management during the course of proceedings of the 'Lok Adalat' also came forward with the proposal to reinstate the workman in service 'of course' denying him the benefit of continuity of service for the interregnum period i.e. from the date of dismissal till the date of reinstatement and that his suspension period shall be treated as "not spent on duty". This proposal was declined by the first party on the ground that he has been left hardly with just 21months of service. Therefore, keeping in view the factors, particularly, the acquittal of the first party in a criminal case where he faced the same charge based on same set of facts; that his two colleagues have already been reinstated in service and so also not ignoring the fact that the misconduct committed by the first party was very much grave in nature, it appears to me that ends of justice will be met if the first party is ordered to be reinstated in service with benefit of continuity of service for the period he spent under suspension as well as from the date of dismissal till the date of reinstatement, of course, denying him 75% backwages from the date of dismissal till the date of reinstatement. Hence the following award.

AWARD

The management is directed to reinstate the workman in service forth with, with benefits of continuity of service for the period he has been during suspension and for the period from the date of dismissal till the date of his reinstatement to be counted for his retirement purpose with 25% of backwages from the date of dismissal till the date of his reinstatement. No.costs.

(Dictated to PA transcribed by her, corrected and signed by me, on 12th October 2004)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 25 अक्तूबर, 2004

का. आ. 3013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 27/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-10-2004 को प्राप्त हुआ था।

[सं. एल. 12011/5/2001-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 25th October, 2004

S.O. 3013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 27/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Canara Bank and their workmen, received by the Central Government on 25-10-2004.

[No. L-12011/5/2001-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN", G.G. PALYA, TUMKUR ROAD, YESHWANTPUR, BANGALORE-560022.

DATED : 20th October 2004

PRESENT : Shri A. R. SIDDIQUI, Presiding Officer

C.R. NO. 27/2001

I Party	II Party
The Assistant Secretary, Canara Bank Staff Union, No. 220, 2nd Floor, Cubbonpet Main Road, BANGALORE-560002	The Deputy General Manager, Canara Bank, Circle Office, 86-M G Road, BANGALORE-560001

APPEARANCES :

I Party : **Ganapathi Hegde**
Trade Unionist

II Party : **P S Sawkar/N Venkatesh**
Advocate

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No.

L-12011/05/2001/IR (B-II) dated 09-04-2001 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Canara Bank to impose the penalty of 'reduction to a lower stage in the scale of pay by one stage' upon Shri Hanumantha Rao Clerk is justified and legal ? If not, what relief the workman concerned is entitled to ?"

2. The I party in support of the reference on hand has filed his Claim Statement spreading over 23 pages and I would like to bring on record only the contentions relevant for the purpose and also omitting the pleadings with regard to the validity and legality of the Enquiry Proceedings there being a separate findings already given on the said issue.

3. The case of the I party therefore to put in nutshell is that he was appointed as a Clerk in the year 1978 being posted at Currency Chest, Branch Office, J. C. Road, Bangalore and then was transferred to Harihar branch, working there w.e.f. 2-8-1992. He was placed under suspension was vide proceedings of Deputy General Manager dated 25-11-1993 pending Disciplinary enquiry and suspension was revoked on 29-12-1993; that the Charge Sheet dated 23-11-1993 was issued against him alleging that on 14-9-1993 at about 2.30 p.m. in the course of arguments/shouting the I party had physically assaulted one Mr. M. V. Venkatesh, another clerk of the branch inside the Branch premises which made him to fall down and sustain injuries. He gave his explanation denying those charges. Thereafter enquiry was held against the I party and enquiry findings were given by the Enquiry officer holding the I party guilty of the aforesaid charge of misconduct which findings were not based on legal and sufficient evidence. He contended that the Enquiry officer has not appreciated the evidence on record in its proper perspective in as much as he relied upon the evidence adduced on behalf of the management only without giving any reasons in ignoring the evidence led on behalf of the I party. He relied upon a prescription slip marked in the statement of the complainant MW 8 without getting examined the Doctor who issued the slip. His reasoning that Doctor should have been examined by the I party was against the principles of natural justice and so also bad in law for the reason that it was the duty of the prosecutor and not the accused to prove that the complainant sustained injury on account of alleged assualt. Relying upon findings of the Enquiry officer, the Disciplinary Authority imposed the punishment of Reduction to a Lower Stage in the Scale of pay by One Stage. His appeal against the said punishment order was dismissed for no good reasons. With regard to the perversity of the findings several contentions were taken by the I party. At para 11 of the claim statement discussing the evidence of management witnesses as well as defence witnesses contended that the evidence produced by the management was self contradictory, insufficient and unsatisfactory. At Para 11(h), the I party took up the defence that when the complainant MW 8 Shri M. V. Venkatesh attempted to kick him, he (MW 8) lost balance and had fallen on his own and that he never assaulted or manhandled MW 8. He submitted that to prove his defence in all he examined 6 witnesses as DW 1 to DW 6 and examined himself as DW 7 and all of them have supported his case which fact has been conveniently ignored by the Enquiry Officer. At para 12 he contended that he was the active member of Canara Bank Employees Union and the Customer Service Committee at the Harihar Branch and had submitted many letter to the Branch Manager and to the Divisional Manager asking their attention to the various defective system and procedures of the functioning of the branch and also had suggested some solutions for the same and that was not liked by some of his superiors, colleagues and some of the Staff members of the bank and at the level of the Divisional office, therefore, he has been victimized by foisting a false case. Therefore, some of his colleagues and staff members of the Harihar branch who were not happy with the I party have given false statements during the course of enquiry. It is also his case that the Management witnesses are the members of the Canara Bank Employees Union, which Union the I party had left and joined the Canara Bank Staff Union and therefore they have come out with a false case to victimize the I party. In the last the I party requested the court to set aside the imposed punishment order with all consequential benefits.

4. The Management by its counter statement challenged the case of the I party among other grounds that the dispute raised by him in the year 2001 for the punishment dated 23-10-1996 is highly belated and therefore, the reference is liable to be rejected on this count itself. It is further the case of the management that on the basis of sufficient and legal evidence brought on record during the course of enquiry, the Enquiry officer has given findings holding the I party guilty of the misconduct assigning very cogent and valid reasonings. It was also contended that on the basis of the findings of the Enquiry officer, the Disciplinary Authority proposed punishment of "Reduction by two stages in the scale of pay" and a personal hearing was given to the I party. There upon the Disciplinary Authority having taken into consideration the submission made by the I party modified the punishment as "Reduction to a lower stage in time scale of pay by one stage". It was contended that non-production of Medical Certificate, X-ray, etc., during the enquiry in no way vitiates the same because the strict rules of Evidence Act are not applicable to the Domestic Enquiry. It was contended that Dr. M. R. Jayaprakash, in reply to

the letter dated 29-6-1994 of the Chitradurga District of the bank employees has said that he has taken from him and therefore non-examination of the Doctor will not in any way vitiates the enquiry. It was contended that the defence taken by the I party has not been proved by the witness produced by him. In the light the management requested this tribunal to dismiss the reference.

5. On the basis of the pleadings of the parties on the point of validity and fairness or otherwise of the Enquiry Proceedings, this court framed a preliminary issue as to :

"Whether the Domestic Enquiry conducted against the I party by the II party is proper and valid ?"

6. On 30-6-2004 when the case was posted for evidence of II party to be lead, learned counsel for the I party filed a Memo conceding the fairness of enquiry reserving his right to challenge the Enquiry Proceedings and findings of the Disciplinary Authority. Accordingly the issue was answered in the affirmative.

7. I have heard the learned counsels on merits of the case and award is being passed.

8. Learned counsel for the I party vehemently argued that the Enquriy Officer has not appreciated either the oral or documents on record in their proper perspective in as much as he relied upon the testimony of PW1 to 8 despite the various contradictions and discrepancies found in their statements on the point as to whether MW 8, the complainant was assaulted by the I party. None of the witnesses have supported the case of the complainant that he was hit on his chin and then fell on the ground sustaining pain in his left or right leg and most of the witnesses have just seen him falling on the ground and compalining some pain in his left leg. He contended that the document at Ex. D 3 which is the letter written by the Doctor who examined the complainant MW 8 itself must be sufficient enough to set at rest the controversy as to whether MW 8 at all was assaulted by the I party. The contents of the letter would disclose that it was not at all a case of assault and PW 8 never told to the Doctor that he was assaulted much less by the I party and that was the reason as noted in the said letter, the Doctor did not treat the case as Medico Legal case. Therefore, on the basis of this letter itself it was very much clear that the complaint given by PW 8 for having been assaulted by the I party and getting injury to his chin or pain in his leg due to fall on the ground was false and motivated, on account of rivalry between the two rival Unions PW 8 being member of one Union and the I party being member of other Union. He contended that the defence taken by the I party that during the course of verbal exchange going on between him and MW 8 on account of a quarrel over a chair PW 8 attempted to kick him and at the result he fell on the ground when he (I Party) avoided the blow of kick. He contended that this defence of the I party has not only been supported by more than 5 witnesses examined on his behalf, but also in the statements of the management witnesses to speak to the fact that MW 8 had fallen on the ground and sustained some pain in his leg. This defence of I party was again got corroborated by the very said letter of Medical Officer who examined MW 8 and which is silent on the point of MW 8 sustaining any injury to his chin and that it was a case of assault.

9. Whereas learned counsel for the management argued that the evidence of management witnesses and so also the witnesses examined for the defence have been very much appreciated by the Enquiry Officer and he has rightly come to the conclusion that I party assaulted MW 8 causing injury to his chin and pain in his leg and therefore it being a case of gross misconduct, the Disciplinary Authority was justified in imposing the punishment in hand. After having gone through the records I do not find much substance in the arguments advanced for the Management.

10. As could be read from the statements of MW 2 to 7 examined before the Enquiry Officer as eye witnesses to the incident MW 7 was treated as hostile by the Presenting Officer in not supporting the case. A close scrutiny of the statement of MW 3, 4 and 5 would make it clear that they have not given the details of incident saying that they could not recall the incident due to lapse of considerable period from the date of incident. It is further seen from the statements of management witnesses that most of them have just spoke to the fact that they have seen MW 8 falling on the ground and they did not say that he fell on the ground due to hit on his chin as tried to be made out by P.W 8 in his complaint as well as before the Investigation Officer. The fact that PW 8 fell on the ground is not even disputed by the I party and his defence as noted above was that he fell on the ground loosing his balance when he wanted to kick him and he took himself back from the place he stood. It was well argued for the I party that his defence was very much supported by almost all the 5 witnesses (MW 2 not being the eye witness) who were said to be present at the time of incident. All of them in one voice have stated that when the I party and MW 8 were shouting at each other and were verbally exchanging the words by raising voice quarrelling over a chair pushing and pulling the same at that time I party received bleeding injury to his right hand wrist and that when he went to show the said injury to MW 8, he tried to kick the I party and lost his balance and fell on the ground. This testimony of defence witnesses as argued for the I party has been very conveniently ignored by the Enquiry Officer. He just took into consideration the evidence adduced on behalf of the Management in coming to the conclusion that incident did happen on the date alleged, jumping to further conclusion that the statement given by MW 8 was reliable. A perusal of the oral evidence adduced by the management

and so also pressed into service on behalf of the I party, in my opinion would lead to a conclusion that the case put forth by the I party by way of defence is more probable and reliable rather than the case put forth by MW 8 under the facts and circumstances of the case. If we leave aside for a moment the evidence led on behalf of the management and so also the evidence led on behalf of the defence on the ground that the witnesses examined for the management being members of the Union of which MW 8 was a member have supported his case and that witnesses examined for the defence belonging to the other Union to which I party was a member and therefore they came out in his support then the most important and very significant evidence to clinch the point in controversy was the said letter at Ex. D 3 of the doctor who examined MW 8 for the alleged injury said to have been sustained by the MW 8 during the course of said incident. The above said letter of the Doctors reads as under :

> "With reference to your letter dated 29-06-1994, I confirm that Mr. Venkatesh has taken treatment from me for minimal Haemathorotics of (L) knee on 14-9-93, as out patient. I have not done this case as medicolegal, because the patient never told me that it is all following Assault nor the pt. himself wanted it to be a medicolegal case.
>
> Minimal Haemathotics can occur following any minor violence, and is a minor problem, usually they recover fully in 5 - 8 days."

11. From the reading of the said letter it can be very well gathered that on 14-09-1993 i.e. on the date of incident MW 8 had approached the Doctor for treatment as about patient. As seen from the letter the doctor has not treated the case as medicolegal case as patient himself wanted that it should not be treated as a Medicolegal case. Therefore, if at all MW 8 was assaulted by the I party and sustained certain injuries then PW 8 would have been the first person to have told to the Medical Officer that it was a case of assault. He neither told that it was a case of assault nor he gave the name of assailant and he himself wanted that the case should not be treated as Medicolegal case. Now coming to the injuries said to have been sustained by MW 8 during the course of incident. As per his complaint and the deposition before the Enquiry officer he was hit on his chin resulting his fall on the ground, sustaining some pain in his leg. As per the above said letter of the doctor no injury or atleast a contusion was found on the chin of MW 8, nor MW 8 complained to the doctor that he had some pain to him chin. Further MW 8 also did not complain about the assault when was being examined by the doctor to take the Medical treatment. As per the said letter it appears that there was some pain to the left knee of MW 8. Even if we take it for granted that there was some pain to the left knee of MW 8 having then again the report/letter of the doctor can be read in favour of the I party as the defence taken by him was that MW 8 fell on the ground by himself losing the balance when made an attempt to give him a kick. As far as the charge of assault by the I party to MW 8 is concerned this letter of the doctor instead of supporting the case of Management or MW 8 will support case of defence as there was not injury found on his chin nor PW 8 complained any points to his leg as a result of assault. This letter of the doctor though was discussed by the Enquiry officer has not been given due weight the content of the letter have not been properly understood or appreciated much less discussed by the Enquiry officer while jumping to the conclusion that it was the case of assault and that MW 8 was assaulted by the I party. This letter of the doctor itself must have been more than sufficient for the Enquiry officer to come to the conclusion that the story put forth by the prosecution was not based on the truth. The finding of the Enquiry officer that the incident which took place on 14-09-1993 since has not been disputed by the I party and his witnesses and therefore the incident of assault is proved on its face itself would appear to be perverse not based on legal and sufficient evidence. On the other hand the evidence brought on record in the form of above said letter at Ex. D 3 written by the doctor and the oral testimony of majority witnesses coupled with the defence taken by the I party was the material sufficient for the Enquiry officer to reject the prosecution case and the testimony of PW 8 and his complaint based on which a chargesheet was issued against the I party resulting into the impugned punishment. Therefore this tribunal has absolutely no hesitation in its mind to come to the conclusion, charge of misconduct was not proved against the I party and in the result impunged punishment is liable to be set aside.

12. Now coming the question of relief to be granted, it was well argued for the management that the reference on hand suffered from latches of inordinate delay on the part of the I party since impugned punishment order dated 23-10-1996 has been challenged by the I party after a delay of nearly 5 years. However, the submission for the management that on the ground of delay itself the reference is liable to be rejected cannot be appreciated as now it is well settled principle of law that on account of delay reference need not be rejected but the relief to be granted to the workman can be modified in the facts and circumstances given.

13. At para 16 of the claim statement, the I party has stated that the I party Union being approached by him raised a dispute on his behalf on 06-06-2000. Therefore, in my opinion from the date of impugned punishment order till the date he raised the dispute the relief claimed by him to set aside the impugned punishment order dated 23-10-1996 reducing to a lower stage in the scale of pay by one stage cannot be granted to him. However, punishment order dated 23-10-1996 is liable to be modified as on the date he raised the dispute

with the labour authority concerned challenging the impugned punishment order. Accordingly, reference is answered and following award is passed.

ORDER

The impugned punishment order dated 23-10-1996 passed by the Disciplinary Authority confirmed by the Appellate Authority on 10-03-1997 is hereby set aside w.e.f. 01-06-2000. The Management shall reimburse the I party, with the monetary benefits w.e.f. 01-06-2000. No order to costs.

(Dictated to the L.D.C. transcribed by him, corrected and signed by me, on 20th October, 2004).

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 26 अक्तूबर, 2004

का. आ. 3014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. भारत गोल्ड माईन्स लि., के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या 17/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-10-2004 को प्राप्त हुआ था।

[सं. एल. 43011/1/95-आई. आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 26th October, 2004

S.O. 3014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of M/s. Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 25-10-2004.

[No. L-43011/1/95-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-17/2003.

Reference No. L-43011/1/95-IR(M)

Mahamantri/Sachiv,
Khetri Tamba Shramik Sangh,
Khetri Nagar, Distt. Jhunjhnu. Applicant-Union

Versus

1. M/s. Bharat Gold Mines Ltd.,
Khetri Nagar,
Distt. Jhunjhnu.

2. M/s. Hindustan Copper Ltd.,
Khetri Nagar,
Distt. Jhunjhnu. Non-applicants

PRESENT :

Presiding Officer : Sh. R. C. Sharma

For the applicant : None.
For the non-applicants : Sh. Manoj Kr. Sharma
Date of award : 28-09-2004

AWARD

1. The Central Government in exercise of the powers referred under Clause (D) of sub-section 1 to Section 10 of the Industrial Disputes Act, 1947 (for short, 'the Act') has referred the following industrial dispute to this Tribunal for adjudication, which runs as under :—

"Whether the industrial dispute raised by Khetri Tamba Shramik Sangh against the management of M/s. BGML & Hindustan Copper Ltd., vide their letters dated 6-12-93 & 8-2-94 (copy enclosed) justified ? If so, to what relief the workmen are entitled ?"

2. The applicant-union in its statement of claim has pleaded that the work performed under the non-applicant No. 2 is of the perennial nature and this work was discharged through the non-applicant No. 1 and in order to deprive the workmen of their legal rights, this arrangement was made by the non-applicant No. 2. The Union has further pleaded that it had raised an industrial dispute before the Assistant Labour Commissioner wherein it was requested that such workmen should be given the salary worth Rs. 1240 per month instead of Rs. 1000 and the dearness allowance as well as house rent, etc. The Union has further claimed that such workmen are entitled for their absorption in the establishment of non-applicant No. 2. It has been alleged that this act of the non-applicants amounts to unfair labour practice under chapter 5 of the Act. The Union has prayed that the original pay of the workmen be raised to Rs. 1240 per month and they should be provided the benefits of the dearness allowance, house allowance, underground allowance and conveyance allowance along with the medical allowance. It has been further prayed that on completion of the work, the workmen in question may be absorbed in the establishment of the non-applicant No. 2.

3. Resisting the claim, the non-applicant No. 1 in his written statement has stated that the present dispute does not fall within the definition of the industrial dispute, that the workmen in question were employed on the basis of the contract executed between non-applicant No. 1 and 2, that the present case is covered by the provision under Section 2(oo)(bb) of the Act and that the concerned workmen were casual and temporary labourers who were

employed for a specific period. It has also been stated that the business of the company has been closed w.e.f. 1-3-2001 and that the reference is bad.

4. The non-applicant no. 2 in its counter-statement has denied the facts as stated by the applicant-union and has pleaded that the concerned workmen were not employed by it and that no relationship of employer and employees existed between them. It has also been objected that the present dispute is not covered by the definition of the industrial dispute, that a contract was executed in favour of the non-applicant no. 1 to discharge the said work and that the workmen concerned were casual and temporary labourers.

5. The applicant-union in its rejoinders has denied the facts respectively as narrated by both the non-applicants in their written statements.

6. On the pleadings of the parties, the following points for determination were framed :—

I. Whether the workmen are the employees of the Hindustan Copper Ltd. and whether they are entitled to get all the facilities which are admissible to the employees of the Hindustan Copper Ltd. ? BOA

II. Relief, if any.

7. On two consecutive dates i.e. on 13-9-2004 and 27-9-2004, none was present on behalf of the applicant-union. Ample opportunity was afforded to the Union to adduce its evidence. But no evidence could be brought on the record on behalf of the applicant-union. It appears that the applicant-union is not willing to further contest the case. Under these circumstances, a 'No Dispute Award' is passed in this matter.

8. Let a copy of the award may be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 26 अक्तूबर, 2004

का. आ. 3015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. ओ. एन. जी. सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली-II के पंचाट (संदर्भ संख्या 53/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-10-2004 को प्राप्त हुआ था।

[सं. एल.-30012/12/91-आई. आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 26th October, 2004

S.O. 3015.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/95) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s ONGC and their workman, which was received by the Central Government on 25-10-2004.

[No. L-30012/12/91-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER : R. N. Rai.
I.D. No. 53/95

IN THE MATTER OF :—

Sh. Om Prakash S/o Sh. Kishan Lal,
Vill. Pathri Bagh, Dehradun (U.P.)-248001

VERSUS

ONGC
C/o Chairman, ONGC, Tel Bhawan,
Dehradun-248001

AWARD

The Ministry of Labour by its letter No. L-30012/12/91-IR (VIVIDH) CENTRAL GOVERNMENT DT. 5-08-1992 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of ONGC in terminating the services of Sh. Om Prakash w.e.f. 01-08-1986 is justified ? If not to what relief the workman is entitled ?"

The claimant has filed statement of claim. In the statement of claim, it has been stated that the workman was appointed substantively on the vacant clear post in ONG Commission w.e.f. 1-11-84 and continued till 30-8-86 with intermittant artificial breaks in between in which cessation of work was caused deliberately by the management of ONG Commission malafidely motivated to the effect in service to deprive the workman of his legitimate right of becoming permanent. That thereafter the workman was not given work without any reason or rhyme and was kept out of employment in the name of compulsory break though the workman was offering his services regularly as such cessation of work was caused by the management to serve his ulterior motives. The management adopted new technique changing names of

the workmen in their records malafidely with ulterior motives to affect discontinuity in workman's continuous service to deprive him of his legitimate right of becoming permanent. This practice continued till the services of the workman were finally terminated on 31-8-86. The workman has worked on following working days with the management of ONGC for more than 240 days in twelve consecutive months as follows :—

Nov., 84	-	30 days
Dec., 84	-	31 days
Jan., 85	-	31 days
Feb., 85	-	27 days
Apr., 85	-	30 days
Jun., 85	-	30 days
July., 85	-	31 days
Sept., 85	-	30 days
Dec., 85	-	31 days
May., 86	-	31 days
June., 86	-	30 days
July., 86	-	31 days
Aug., 86	-	31 days
Total	-	394 days

Payment of wages during the above period were actually received by the workman which can be verified from the records of the management. That the management of ONG Commission terminated the services of the workman on 1-9-86 abruptly without any notice, without wages in lieu of notice without any compensation without any opportunity to defend himself, without giving charge-sheet, without issue of letter of termination though the work on which the workman was employed was still existing and another workman, a new incumbent had already been employed by the management and was performing the same job on which the workman was working prior to termination of his services. Workman's services were terminated abruptly in utter disregard absolute violation of Sec 25 G of the Industrial Disputes Act, 1947, without complying with the procedure of retrenchment i.e. in departure from well settled rule of last come first go.

That there is still work and I am working in ONG Commission through contractor. That termination of the workman w.e.f. 1-9-86 tantamount to retrenchment in terms of definition as defined in Section 2(oo) of the ID Act, 1947. That the workman had completed 240 days continuous service in terms of Section 25B of the ID Act, 1947 within period in which break of 12 months immediately prior to the date of retrenchment/termination of the workman.

The termination/retrenchment is in violation of Section 25G of the ID Act, 1947 as a manifest departure from well settled rule of last come first go by keeping juniors in service and termination of senior i.e. the workman. The termination/retrenchment is without complying with the mandatory pre-requisite of ID Act, 1947.

The management/respondent has filed WS. In the WS it has been stated that Sh. Om Prakash S/o Sh. Kishan Lal was engaged as a casual labour in the Oil and Natural Gas Commission, Dehradun for the first time in the month of December, 1984 and not on 1-11-1984 as wrongly alleged by him in paragraph one of the statement of claim filed before the Hon'ble Tribunal. That Sh. Om Prakash S/o Sh. Kishan Lal never worked continuously in the Commission as wrongly alleged by him. He was not a retrenched casual labour. He never worked continuously for more than 240 working days in any period of 12 months and even preceding 1-8-86 the date of alleged termination mentioned in the order of reference issued by the Central Govt.

That Sh. Om Prakash S/o Sh. Kishan Lal could not claim work and wages as a matter of right like regular and permanent employee as he never worked continuously against any regular and permanent vacancy in any category or post whatsoever. That Sh. Om Prakash S/o Sh. Kishan Lal has voluntarily left his casual employment with effect from 1-8-86 without any information to the management for better occupation elsewhere and he has actually worked upto 31st July, 1986 on the post of casual labour in the Commission.

In the written statement, the management has denied most of the paragraphs of the statement of claim and has asserted that the workman applicant has not worked for 240 days and he is not entitled to get any relief as prayed for.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim and he has denied most of the paras of the written statement. Evidence of both the parties has been taken. The workman applicant is absenting since 04-08-2003 and he has been served notices but he did not appear and no oral argument was advanced from the side of the workman applicant. He has been cross-examined. It is the duty of the workman applicant to prove that he has completed 240 days. It was submitted from the side of the management that by D.O. dt. 17-10-1987, it becomes clear that the officers were directed to identify the number of employees who have completed 240 days and the officers were asked to submit the list of such workmen and they were further directed vide letter dt. 23-12-1987, that temporary employees should not be engaged. Letter dt. 12-7-1995 shows that the Deputy General Manager has issued a letter and in that letter, it has been mentioned that the workman applicant worked for 6 months in 1985 and three months in 1986 and one month in December, 1984. As such, the workman applicant according to the said certificate has not worked for more than 240 days. The workman

applicant has filed a letter. In that letter, he has shown that he has worked in November and December, 1984 and from January, 1985 to December, 1985 for 7 months. The workman applicant has worked from November, 1984 to December, 1985 regularly and thus, he has completed more than 240 days. The Chief Engineer, Civil has not given any certificate regarding the employment of the workman applicant during 1984. The substantial question is whether the workman has worked in 1984 or not. It was the duty of the workman applicant to prove this fact.

The management has filed certificate that he worked from 1985 whereas the workman applicant has stated that he worked in November and December, 1984. If November and December, 1984 are added to his service, then of course the period of his services runs over 240 days but the workman applicant has not filed any paper to support his contention. It is the duty of the workman applicant to prove that he has worked for more than 240 days but he has not filed any paper in support of his case.

It was submitted from the side of the management that the workman himself left the work. He did not turn up. In view of the aforesaid discussion, it is established that the workman applicant has not worked for 240 days during 12 calendar months. As such, his case is not covered under Section 25 (F) of the ID Act. The workman applicant has appeared on 17-03-2004 and has given a letter that his counsel is not available so he should be given a date and the proceedings have been adjourned. Even thereafter, the workman applicant has not turned up on several dates.

The reference is replied thus :—

The action of the management of ONGC in terminating the services of Sh. Om Prakash w.e.f. 01-08-1986 is justified. The workman appicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Dt. 13-10-2004 R.N. RAI, Presiding Officer

नई दिल्ली, 26 अक्तूबर, 2004

का. आ. 3016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. मनोहरपुर ओर माईन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद-2 के पंचाट (संदर्भ संख्या 39/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-10-2004 को प्राप्त हुआ था।

[सं. एल.-29011/51/99-आई आर (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 26th October, 2004

S.O. 3016.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad No. 2 as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Manoharpur Ore Mines and their workman, which was received by the Central Government on 25-10-2004.

[No. L-29011/51/99-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 39 OF 2003

PARTIES : Employers in relation to the management of Manoharpur Ore Mine and their workman.

APPEARANCES :

On behalf of the workman : None

On behalf of the employers : Mr. D. K. Verma, Advocate.

State : Jharkhand Industry : Ore Mine

Dated, Dhanbad, the 4th October, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29011/51/1999/IR(M) dated, the 5th May, 2003.

SCHEDULE

"Whether the action of the management of Manoharpur Ore Mine along with contractors for non-payment of equal wages in comparison to departmental employees is justified ? If not, to what relief workmen concerned is entitled ?"

2. In this reference neither the concerned workmen nor his representative appeared. Management, however, have made appearance through their authorised representative. Record shows that in spite of issuance of consecutive notices neither the concerned workmen nor the sponsoring union considered necessary to submit

written statement in the instant case. The attitude of the concerned workmen/sponsoring union if is taken into consideration will expose that neither the concerned workmen nor the sponsoring union is interested to proceed with the hearifig of the case. Accordingly, this Tribunal finds no ground to keep pending this case for days together only for appearance of the concerned workmen/union. Hence, the case is closed. Under the circumstances, a 'No dispute' Award is rendered and the instant reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B.BISWAS, Presiding Officer

नई दिल्ली, 26 अक्तूबर, 2004

का. आ. 3017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. भारत गोल्ड माईन्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलोर के पंचाट (संदर्भ संख्या 23/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-10-2004 को प्राप्त हुआ था।

[सं. एल-43012/7/98-आई आर (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 26th October, 2004

S.O. 3017.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/99) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 25-10-2004.

[No. L-43012/7/98-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN", III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE-560022

Dated : 12th October 2004

PRESENT :

Shri A. R. SIDDIQUI, Presiding Officer

C.R. No. 23/99

I PARTY	II PARTY
Shri A. Mohan, No. 5, Old Assay Compound, N.T. Block, Oorgaum Post Kollar Gold Field-563120	The Managing Director, Bharat Gold Mines Ltd, Oorgaum Post, Kollar Gold Field-563120

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/7/98/IR(M) dated 1st March 1999 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Bharat Gold Mines Ltd., in terminating the services of Shri Mohan is justified ? If not to what relief the workman is entitled ?"

1. The case of the first party workman touching the merits (pleadings with regard to the validity and legality or otherwise of the DE are omitted there being a separate finding already given on the said point) in brief is that he was appointed as a General Labour on 16-2-1970 and was working as Rigman at Exploration Department when he was illegally dismissed from service w.e.f. 16-6-1994, though, he was discharging his duties honestly, diligently and in the interest of the management company having unblemished record of service; that the findings of the Enquiry Officer are totally perverse and not based on evidence on record and bereft of valid reasons much less giving the reasons as to why he believed a contradictory and uncorroborated evidence adduced by the management and disbelieved his case, that the explanation given by him to the Second Show Cause Notice has not at all been considered by the management while passing the dismissal order. His unblemished service record was also not taken into account while imposing the punishment of dismissal. Therefore, the action of the management in imposing the punishment of dismissal is against the principles of reformatory theory laid down by the Hon'ble Supreme Court of India in catena of cases and added to that the same is an act of discrimination; that even otherwise the punishment imposed is highly disproportionate to the gravity of misconduct and therefore, this tribunal has got powers to exercise its jurisdiction under Section 11A of the ID Act to set aside the dismissal order passed by the management keeping in view the great hardship the workman and his family members are undergoing much less suffering from mental agony having no means of livelihood. He further contented that the criminal prosecution launched against the first party after due trial of the case in CC No. 207/94 has ended into acquittal which fact has not been taken into consideration by the management despite the repeated

requests of the first party. Therefore, he requested the court to set aside the impugned punishment order and to reinstate him in service with continuity of service and full backwages and all other consequential benefits.

2. The management at Para 4 of its Counter Statement resisted the claim of the first party as under :—

"It is submitted that the first party workman was issued with charge sheet dated 13th October, 1993 along with a copy of complaint as he had involved in the act of theft of employer's property, that on 24-5-1993 two numbers of Electrical Motors and one number of Electrical Starter were sent to Central Workshop (Electrical) for test and repair, vide gate pass No. 90642 dated 24-5-1993 which he had handed to the concerned in the Central Workshop (Electrical). Although he had collected from Central Workshop (Electrical) on 27-5-1993 *vide* gate pass No. N-14798 by lorry No. MYK 5138 he had not returned the same to the Exploration Department and later he was caught red handed by the police with the said two electrical motors at his residence on 27-8-1993. The explanation dated 23-10-1993 was not found to be satisfactory and therefore the Disciplinary Authority issued a Notice of enquiry dated 25th October 1993 appointing Shri A. Devanbu, Asstt. Personnel Manager as Enquiry Officer and also furnishing the list of witnesses to be examined in support of the charge. Shri Munivenkatappa, Senior Mining Engineer was appointed as Presenting Officer and the enquiry was also conducted. The first party workman was allowed to take assistance of Shri N. Sunderrajan, Sr. Vice President BGML Labour Assn., (INTUC). S/Shri V.J. Thomas, Drilling Engineer, MS Hegde, Dy. Chief Mining Geologist, Jayakumar, Foreman, Keerthi, Engineer (Electrical), V. Ramappa, Asstt. Sub-Inspector (Decoity Squad), M. Nagarajaiah, Head Constable, Gopi CTD Driver and Chandra, General Labour, were examined as prosecution witnesses. The first party workman was allowed to cross examine all these witnesses. The first party workman gave his statement and also examined defence witnesses S/Shri Arockianathan and Francis Xavier. As the charge was fully proved in the enquiry, the Enquiry Officer submitted his findings of guilty to the Disciplinary Authority who after going through the entire enquiry papers agreed with the findings of the Enquiry Officer, issued second show cause notice calling for explanation as to why the first party workman should not be dismissed. As the explanation submitted in reply to the second show cause notice was not satisfactory the Disciplinary Authority passed the order of dismissal dismissing him from service."

3. At Para 6, it was contended that there is no legal bar to proceed with the enquiry even during the pendency of the criminal trial as the standard of proof required in the departmental enquiry is of preponderance and probability and not beyond reasonable doubt.

4. At Para 7, it is contended that the findings of the enquiry officer are very much based on material facts and records and that the enquiry officer after having gone through the material had come to a valid conclusion that charges of misconduct having proved against the workman.

5. At para 10, it is contended that the act of misconduct committed by the first party is very serious in nature and therefore, the order of dismissal is very much justified.

6. At para 15 it is contended that the punishment of dismissal is proportionate to the gravity of the misconduct and the circumstances of the case do not warrant the tribunal to exercise its discretionary powers under Section 10A of the ID Act.

7. In the first instant this court took up the issue of validity and legality or otherwise of the enquiry conducted against the first party by the Second Party. On this point the management examined one witness as MW1 and got marked documents M1 to M3. Whereas, the first party examined himself as WW1 without getting marked any document. My learned Predecessor by his order dated 4-2-2003 answered the DE point in favour of the management holding that the DE is fair and proper. I have heard the learned counsel for the respective parties on perversity of enquiry findings and merits of the case and proceed to pass the following award. Learned Counsel for the first party vehemently argued that the findings of the Enquiry Officer suffered from perversity as the oral and documentary evidence brought before the Enquiry Officer was not legal, sufficient and satisfactory so as to prove the charge of misconduct against the first party. He contended that evidence on record was inconsistent and the alleged property bore no identification marks. As per charge-sheet in the criminal case against the first party, the property involved 5 items and whereas as per the charge-sheet in the Domestic Enquiry it was inrespect of 3 items. There is also contradiction in the evidence to suggest as to whether the theft property was found in the house of the first party or he was standing with the property nearby his house when said to have been recovered under a Mahazor. He further contended that as per the police charge-sheet first party as well as one more person was the accused who later became witness in the enquiry and was left of by the management and whereas the first party alone was signed out and was punished with dismissal order. He contended that in the said criminal case first party was honourably acquitted against the charges framed on the same set of facts and therefore, it was incumbent on the part of the management to have taken into consideration the said factor of acquittal before imposing the extreme punishment. Lastly the learned counsel submitted that the first party expired during the course of

proceedings and his LRs viz. his wife and unmarried daughter having been brought on record, deserve sympathetic and lenient view at the hands of this tribunal even if it is taken for granted that the first party committed the misconduct.

8. Whereas, the learned counsel for the management argued that no defects can be found with the enquiry findings rendered by the Enquiry Officer as it is based on sufficient, legal and clinching evidence. He contended that management has proved the factum of theft and the recovery of the theft property from the very possession of the first party by producing in all witnesses which included the witness is for recovery of theft property from the possession of the first party and also the police witnesses who had drawn the Mahazor for the recovery of the said property. He contended that the explanation given by the first party to the charge-sheet was very much vague and unsatisfactory in as much as he admitted the fact of receiving the property from the department concerned but failed to explain about the receipt of the same after it was tested and repaired by the other department from where he received the property subsequently and thereafter failed to handover the same to the department concerned. He also failed to deny the seizure of the property from his house. Therefore, learned counsel submitted that when there is sufficient oral and documentary evidence placed before the Enquiry Officer and when his findings are based on clinching evidence, by no sketch of imagination it can be said that though the findings suffered from any perversity. He however, did not dispute the fact that as per the police charge-sheet another official of the management company was also involved and that he was not dealt with any disciplinary action. He also did not dispute the fact that first party was acquitted in the prosecution case with regard to the property in question. He also could not dispute the fact that the first party is no more and his LRs are on record. However, the learned counsel submitted that none of the above facts are sufficient enough to take lenient view against the first party or the LRs.

9. After having gone through the records I do not find substance in the arguments advanced by the first party that charges of misconduct have not been proved against the first party and that the findings of the Enquiry Officer and in that regard suffered from perversity. As noted above in all 11 witnesses were examined for the management on the point of identification of theft property as well as its recovery from the possession of the first party, it being found in his residential house at the time of raid conducted by the police. Police officials were also examined before the Enquiry Officer and they have testified to the said fact much less the recovery of the property made by them under the Mahazor attested by the witnesses who were also examined before the Enquiry Officer. In order to find out whether there was sufficient and legal evidence available to the enquiry officer to pass his enquiry findings, it appears to me worthwhile to bring on record the very discussion made and the reasonings assigned by the Enquiry Officer in coming to the conclusion that the charges of misconduct against the first party were proved. Findings on pages 11 to 14 are as under :—

"While going through all the deposition of the prosecution witnesses and defendant, they have not denied the fact that, the two electrical motors and one electrical starter were sent to Central Workshop Electrical from Exploration Department on 24-5-1993 for test/repair/painting through pickup van No. MYK 9626 by carrier Shri A. Mohan, PE No. 011372 vide gate pass M. No. 90642, dated 24-5-1993. Also in his deposition Shri V.J. Thomas, Engineer, Exploration Department has clearly mentioned that, on the same day i.e. 24-5-1993 the materials were received by Shri R. Jayakumar, PE No. 171380 and acknowledged by him. Hence, it is evident that the two electrical motors and one electrical starter were dispatched from Exploration Department for test/repair/painting to Central Workshop (Electrical) on 24-5-1993 through A. Mohan as a carrier. In his deposition Shri R. Jayakumar, PE No. 171380, Foreman (Electrical) stated that, on 27th May, 1993 Shri A. Mohan went to the Central Workshop (Electrical) and enquired about the two electric motors. In turn he replied that, they are already repaired. Hence, Shri A. Mohan has requested to arrange for gate pass for dispatching the motors to Exploration Department. After Shri A. Mohan's request he started preparing the gate pass and countersigned by the Electrical Foreman Shri R. Jayakumar. Along with his signature Shri Patric Prabhuraj and Shri I. Keerthi, Electrical Engineer have also signed in the pass out. Soon after the pass out got signed, Shri R. Jayakumar, Electrical Foreman has taken the signature from Shri A. Mohan for having received the above said two electrical motors in a proforma meant for it by indicating the passout number also. In the same manner Shri V. Ramappa, Asstt. Sub-Inspector of Police narrated that, on 27th August, 1993 while he was patrolling the N. T. Block Electric line near the Main shaft at about 10.00 A.M. along with his crime branch, he was caught red-handed Shri A. Mohan at his residence along with the materials viz. 10 HP Motor, one 7.5 HP Motor, 1/2 HP Motor, one electric starter switch, and one electric choak. When they interrogated about the same to Shri A. Mohan about the above said materials. He has failed to produce documents etc. about the materials and stated that, the said motors were sent by Shri V.J. Thomas, Engineer, Edgar's shaft on 24-5-1993 for repair purpose and for

painting it to Electric Department. The motors were repaired by the Electric Department and on 27-5-1993 the said motors were received by Shri A. Mohan himself and brought to his house and kept for sale purpose etc. while going through the above, there is no doubt the electric motors which were dispatched from Exploration Department on 24-5-1993 are one and same and belongs to BGML property. But the defendant Shri A. Mohan has failed to prove his innocence in the enquiry. While going through the statement of Shri V. J. Thomas, Drilling Engineer, he has stated that, he dispatched two motors one 10 HP and the other is 7.5 HP Cromption Greaves make to Electrical Department under gatepass No. 90642, dated 24-5-1993 at 11.45 AM. He obtained the signature of Shri M.S. Hegde, Deputy Chief Mining Geologist on the gatepass. The above said materials were dispatched by the CWS (Elect.) under the gatepass No. 14798 after repairs on 27-5-1993. He has also stated that, there was no intimation about the completion of the repairs not he did detain vehicle for collection of the said materials. Further he has stated that A. Mohan had collected the materials on his own without the consent or taking exploration department vehicle which was in condition and did not deliver the materials back at all. Shri M.S. Hegde, Dy. Chief Mining Geologist has corroborated with the statement and further stated that there was no necessity for indenting second transport MYK 5138 by A. Mohan when Exploration department vehicle MYK 9626 was in working order. Also he has stated that Shri A. Mohan has misused the material without delivering the same to the Exploration department for his personal gain. Shri Jayakumar, Foreman Electrical stated that Shri A. Mohan was brought a lorry MYK 5138 to carry the materials. He could not check in view of pressure of work. The materials dispatched by him on 27-5-93 are two electrical motors. Shri Keerthi Electrical Engineer apart from corroborating with the statement of Shri Jayakumar has stated that he has countersigned in the gate pass No. N-14798. Shri Patric Prabharaj has concurred with the statement of Shri Jayakumar and I. Keerthi, Engineers (Electrical). While going through the above, it is evident that two nos. of motors and one number of Electrical starter is sent for repairs to CWS (Elect.) on 24-5-1993 through carrier A. Mohan, PE No. 011372 and acknowledged at CWS (Elec.) in gate pass No. 90642. Two numbers of motors are repaired and delivered to exploration department under gate pass No. 14798, dated 27-5-1993 through A. Mohan, carriers after repair. A copy of the gate pass dated 27-5-1993 having received the Electrical motors and starter from Central Workshop (Elec.) by Sri A. Mohan is furnished and exhibited. But the carrier Shri A. Mohan has not delivered the materials to Exploration Department even after long gap of 2 months. Sri A. Mohan has kept these materials along with some other electrical materials in his residence No. 5. Old Assay Compound. Also he has not brought to the notice of the Exploration Department about the collection of the materials from the Central Workshop Electrical and had made his own arrangements to transport to carry the materials, even though the pickup van No. MYK 9626 was available in Exploration Department and in running condition. Also Shri A. Mohan has not returned the acknowledged carrier's copy after delivering the materials to the Central workshop electrical intentionally. The defendant has admitted the fact that, he received 2 electrical motors and one electrical starters from Exploration Department on 24-5-1993 and handed over to Electrical workshop for testing and repair. However, he denied of having received these materials back on 27-5-1993 from the workshop after necessary testing even though there are adequate evidence to the effect that, the materials were received back by him on 27-5-1993. Even his collagues and officials supervisors have deposed that, the materials have not been received back from the defendant. The mere fact, that these materials have not been received back by the department and that the said motors and starter along with other materials were kept in his house and while removing from his house, to keep it in the premises of house, for transporting to other places, he was apprehened by police personnel clearly indicates of his involvement in receiving the materials from the electrical workshop with ulterior motive for personal gain. His deposition that, he has not received the materials and came to know the missing of these materials after 3 months has not been established by proper witness but on the other hand the prosecution witnesses have proved beyond doubt that, the materials were received by him from CW(E) on 27-5-1993 but not handed over to the department. Under these circumstances, I hardly find any reason to disbelieve the deposition of the prosecution witness and rely on the statement made by the charged employee and therefore, I have no hesitation in coming to the conclusion that the charge levelled against Shri A. Mohan, PE No. 011372 vide charge sheet dated 13th October 1993 has been proved and I find him guilty of the charge under standing Order No. 20(b)(34)."

10. Therefore, after going through the oral and documentary evidence on the basis of which the Enquiry Officer rendered his findings and so also going through the very reasonings given by him, I am disinclined to attach any weightage or importance to the arguments advanced on behalf of the first party in finding out certain defects or loopholes highlighted for the first party in the arguments advanced his behalf. The minor discrepancy here and there in the evidence brought on record cannot be taken advantage of by the first party to take away the entire effect of cogent and clinching evidence brought on record with regard to the fact that it is he who had received the theft property for the purpose of transportation from Exploration Department to Central Workshop (Electrical) for repair and test on 24-5-1993 and that he received back those materials from the said workshop on 27-5-93 and kept the property with him without the knowledge of the Exploration Department. He also did not dispute the fact that the police conducted raid of his house and recovered the said property. He never explained as to from where the police got the property and to whom it belonged. Therefore, now it cannot lie in the mouth of the first party to say that it is not a theft property and was not seized from his possession. In the result I have no hesitation to come to the conclusion that the charges of misconduct levelled against the first party have been very much proved and therefore, the findings of the Enquiry Officer suffered from no perversity.

11. Now, the next question to be considered would be as to whether the punishment of dismissal awarded to the first party was in commensurate and proportionate to the gravity of the misconduct committed by him. Of course, it being a case of theft, shall have to be viewed very seriously and at the same time it cannot be said that it was not a case of gross misconduct. However, on record we have now come across some mitigating circumstances to resort to the discretionary powers under section 11A of the ID Act. The first one is the undisputed fact that another official of the management who was arrayed as accused No. 2 along with first party accused. No. 1 has been left of the hook without being proceeded with disciplinary action and on the other hand he was one of the management witnesses to depose against the first party during the enquiry. So as argued for the first party it was the clear case of discrimination against the first party. The Second circumstance which should not have been lost sight of the management in imposing the extreme punishment of dismissal was the undisputed fact that on the same set of facts and the charges, the first party was acquitted by the competent criminal court. It may be true that the disciplinary authority is always not bound by the judgement of the criminal court which dealing with disciplinary action against the delinquent concerned. However, it is not disputed that under the terms of the Shastry Award such an acquittal of the delinquent must weigh with the disciplinary authority while handing down the punishment. The next important circumstance which should not be lost sight of this tribunal at this stage is the fact that the first party is no more. In the cases like one on hand involving a grave misconducts of theft certainly the court will be very slow in interferring the punishment order passed by the Disciplinary authority. However, in this case since the first party is no more and the management is not going to be burdened by his reinstatement in service, the tribunal will not be transgressing its discretionary powers under Section 11A of the ID Act in modifying the punishment of dismissal by replacing the punishment order as one of the Compulsory Retirement so that LRs of the deceased could be benefited out of the services rendered by him with the management. In the result reference is answered accordingly and following award is passed.

AWARD

The impugned dismissal order is hereby modified and replaced by an order of Compulsory Retirement. The LRs of the first party shall be paid service benefits arising out of the Compulsory Retirement of the deceased first party. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 12th October 2004).

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 27 अक्तूबर, 2004

का. आ. 3018.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एंड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 27-सी ऑफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-10-2004 को प्राप्त हुआ था।

[सं. एल. 12012/40/2003-आई. आर. (बी-I)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 27th October, 2004

S.O. 3018.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. Case No. 27C of 2003) of the Industrial Tribunal Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workman, which was received by the Central Government on 26-10-2004.

[No. L-12012/40/2003-IR(B-I)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference Case No. 27C of 2003

Management of State Bank of Bikaner and Jaipur, Regional Office, Abhay Bhawan, Frazer Road, Patna and their workman Sri Sunil Kumar Sharma represented by the General Secretary, State Bank of Bikaner & Jaipur Workers Organization, Patna (Bihar).

For the Management : Shri Hari Dasan, E.V. K.

For the Workman : Sri Ashok Kumar, General Secretary, State Bank of Bikaner and Jaipur Workers Organization, Patna, Bihar.

Present : Priya Saran, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, the 18th October, 2004

By the adjudication order No. L-12012/40/2003/IR(B-1) dated 04-07-2003 the Government of India, Ministry of Labour, New Delhi has referred, under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter to be referred to as 'the Act'), the following dispute between the management of State Bank of Bikaner & Jaipur, Regional Office, Abhay Bhawan, Frazer Road, Patna and their workman represented by the General Secretary, State Bank of Bikaner & Jaipur Workers Organisation, Patna (Bihar) for adjudication to this Tribunal :—

"Whether the action of the management of State Bank of Bikaner & Jaipur, Frazer Road, Patna in terminating the services of Shri Sunil Kumar Sharma, Subordinate Staff is justified ? If not what relief the concerned workman is entitled to ?"

2. Both the parties have filed their written statement and contested the reference. They have examined three witnesses each besides filing some documents. Management's witnesses are MW1 Gyanendra Singh, MW2 Chandra Bhushan Prasad and MW3 Kalara Thitto. They are all officials of the management of State Bank of Bikaner and Jaipur ('Management' for short). Workers' witnesses are WW1 Sunil Kumar Sharma—the worker himself, WW2 Md. Salim Ansari and WW3 Ashok Kumar. WW2 and WW3 are employees of the Bank. Documents in M-series (Exts. M to M/3) are for management, whereas in W-series (Exts. W to W/27) are filed by the worker.

3. Before taking up evidence in appraisal of dispute under reference it would be appropriate to put down, in short, the respective stands of the parties.

4. As stated by the workers in his written statement, he was appointed by the management on 29-1-1997 as peon-cum-farrash in view of his application dated 13-1-1997 and since then, he started working in Frazer Road, Patna branch of the Bank, on casual basis. He was performing all the jobs assigned to him right from cleaning the premises to carrying Daks etc. to different places and devoted his ful time for the Bank, but he remained deprived of payments and allowances admissible to regular employees. At last, he was illegally terminated from service on 1-10-2001. Worker's request to absorb his on regular basis was not heeded to. He, then filed a Writ Application before Hon'ble High Court, Patna, whereby the management was directed to dispose of his representation within three months. Worker's representation to regularise him was however rejected. Demand raised by Worker's Organisation was also not favoured. Hence, prayer has been made here by the worker for an Award with direction to regularise him in service since 29-1-1997 with all back wages and allowances.

5. Management on the other hand without disputing the fact that the worker was engaged by the Bank since 29-1-1997 with the opening of its branch at Frazer Road, Patna, has claimed that he was neither issued any appointment letter nor ever worked on permanent or temporary basis. He, instead, worked with the Bank on daily wages. The management in view of order passed in CWJC No. 198/2002 advised the worker vide letter dated 9-4-2002 to come through Employment Exchange. Worker's allegations against the management are all false and imaginary and his claim is liable to be dismissed.

6. In evidence, the witnesses of rival parties have made their statement on oath against oath. WW1 says that having come to know about the opening of Frazer Road Branch, he submitted an application (Ext. W) on 13-1-1997 to Asstt. General Manager and he was kept there on work on 29-1-1997. He used to discharge all functions such as sweeping and cleaning, carrying ledgers and registers to different tables, carrying Daks etc. elsewhere and so on. He was paid Rs. 20 per day besides conveyance charges etc. He was terminated from service on 1-10-2001, when he raised a demand to make him permanent and wage like. He filed CWJC No. 198 of 2002, which ended with a direction to management to dispose of his representation by a reasoned order. Hon'ble Court's

said order is Ext. W/5 and Worker's representation dated 8-10-2001 is Ext. W/4. Management has also filed Court's order which is Ext. M/1.

7. During cross-examination, this witness clearly states that he was given no appointment letter, and was paid on daily basis once every fortnight or a month. He worked in the Bank without break from 1997 to 2001.

8. Exts. W/2, W/3 and W/14 to W/17 are some of Daks, which were allegedly taken by the worker from one place to another. Ext. W/2 and W/3 show that he was even sent to Nawada by the Bank. The worker was paid his dues and wages for work discharged vide different vouchers tagged in Exts. W/26 & W/27.

9. Exts. W/6 to W/13 show that the worker kept on filing representation either in individual capacity or through union prior to espousing this dispute. Exts. W/19 to W/21 are Govt's approach letter and Bank's Circulars regarding absorption of casusal workers.

10. Exts. W/18 appears to be a very important document. It is an extract of agreement dated 19-10-1966 laying conditions in clauses 20.9 & 20.10 governing existing temporary workers. It requires to employ a temporary workers as confirmed one if he had worked for 240 days without break. All three worker's witnesses have equivocally stated that the worker worked in the bank uninterruptedly from 29-1-1997 to 30-9-2001 as peon-cum-Farrash, but was removed from service when regularisation with pay and allowances was claimed.

11. The management's witnesses have asserted on the contrary that the worker worked from 29-1-1997 to September, 2001 on agreed and accepted payment as daily rated worker, and no appointment letter has issued to him. There is practically nothing in their statement to dislodge worker's claim and support management's stand in not absorbing him, particularly when every type of work to be discharged at the hands of Class IV Staff, was assigned to and done by the worker for roughly five years without any break. MW3 has practically admitted worker's case in toto. She rather says that he was removed for no reason without any fault.

12. The documents filed by the Bank are Ext. M (Bank's letter dated 20-3-2002 to worker), Ext. M/1 (High Court's order in CWJC No. 198/2002), Ext. M2 (Bank's reply to Worker's representation) and M/3 (Photocopy of Attendance Register to show that worker was not a regular staff). None of these, however, appear play any role in establishing management's stand.

13. A plain perusal and careful scanning of evidence on record gives us a vivid picture of the case with all clarity leading to irresistible conclusion that the worker's services were utilised by Bank the as Class-IV Staff and he discharged all sorts or work assigned to him pertaining to menial or messenger. And, he continued serving the Bank for about a little less than five years without break, but was not cared for absorption. He was instead disengaged by the management on 1-10-2001, when he claimed for permanent appointment. Bank's decision of having kept him on tenter hooks for such a long period ultimate disengagement on his insistance to regularise him can not be worthy of any appreciation.

14. A special mention of management's petition dated 29-7-2004 appears necessary at this place, whereby the worker was offered an appointment as Farrash/Sweeper on part-time basis. It was urged in court by the management's representatvie while moving this petition that they would pay the worker 3/4th pay with allowances at proportionate rate and other benefits admissible to a regular staff. It so appears that the management though realised its mistake, but did not come out to mend itself with clean breast. The worker, however, did not accept the offer. The management in all propriety and fairness should have rather extended him an appointment on regular basis with full pay.

15. To sum up, find on record clinching evidence in support or worker's case that he continuously worked in the Bank for a little less than five years and performed every bit of job of a Class IV Staff which was assigned to him, although the management paid him as a daily rated worker. And, Surprisingly enough, when he requested for his regularisation, the management disengaged him for the only fault that he laid his above claim, altough a Class IV post appears to be there in the bank, as is evident from their petition above referred. This is entirely unjustified and arbitrary. The management can not be permitted in law to victimise a worker in such style. Worker's claim before us is perfectly justified and he deserve adequate relief.

16. In the result, I am of firm opinion and hold as such that the action of the management of State Bank of Bikaner & Jaipur, Fraser Road, Patna in terminating Worker's services is quite unjustified and can not be maintained. The management is accordingly directed to absorb him in service as Farrash/Sweeper or a like post on a regular basis without any further delay and in no case, later than two months from the notification of Award. The worker, however, would not be entitled to back wages or allowances.

17. Award accordingly.

PRIYA SARAN, Presiding Officer.

नई दिल्ली, 27 अक्तूबर, 2004

का. आ. 3019.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पूर्वी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 2 के पंचाट (संदर्भ संख्या 181 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-10-2004 को प्राप्त हुआ था।

[सं. एल. 41012/31/2001-आई. आर. (बी-I)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 27th October, 2004

S.O. 3019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. Case No. 181 of 2001) of the Central Government Industrial Tribunal No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Eastern Railway and their workman, which was received by the Central Government on 26-10-2004.

[No. L-41012/31/2001-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under section 10(1)(d) of the I. D. Act, 1947

Reference No. 181 of 2001

PARTIES :

Employers in relation to the management of N.E. Railway, Sonepur and their workman.

APPEARANCES :

On behalf of the workman : Mr. K. Chakravorty, Advocate.

On behalf of the employers : None

State : Jharkhand Industry : Railway

Dated, Dhanbad, the 5th October, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-41012/31/2001-IR(B-I), dated, the 7th June, 2001.

SCHEDULE

"Whether the action of the management of Divisional Railway Manager, Eastern Railway, Sonepur Bihar in terminating the services of Shri Bhimnath Bendlin after 10-7-1994 is justified ? If not, what relief the workman is entitled ?"

2. The case of the concerned workman according to Written Statement submitted by him in brief is as followes :—

The concerned workman submitted that he was originally appointed as a permanent workman against permanent vacancy on 25-1-78 by the management and since that date he started discharging his duties regularly and continuously to their satisfaction. He submitted that as his wife became seriously he applied for leave from 11-10-87 to 16-10-87. He disclosed that for serious illness of his wife he could not report to his duty after expiry of his leave and for which he represented before management for extension of his leave but the management neither issued any letter granting or rejecting his prayer for extension of leave. He disclosed that owing to prolong illness of his wife he became exhausted physically and mentally and for which he also had to remain under treatment of the doctor for gaining strength and health to resume his duty as time rated Khalasi. He alleged that after recovery when he came to his place of work with a view to resume his duty, management did not allow him to join to his work. Accordingly, he submitted several representations to the management requesting them to allow him to join his duty but they did not consider his appeal and for which he compelled to raise an Industrial Dispute before ALC(C) for conciliation which ultimately resulted reference to this Tribunal for adjudication. The concerned workman accordingly submitted his prayer to pass award directing the management to reinstate him in service with back wages and all other consequential benefits.

It transpires from the record that inspite of giving sufficient opportunities management neither appeared nor submitted any written statement-cum-rejoinder in suppport of their claim and for which the case was heard exparte.

3. POINTS TO BE DECIDED

"Whether the action of the management of Divisional Railway Manager, Eastern Railway, Sonepur Bihar in terminating the services of Shri Blimnath Bendlin after 10-7-1994 is justified ? If not, what relief the workman is entitled ?"

4. FINDING WITH REASONS

It transpires from the record that the concerned with a view to substantiate his claim examined himself as WW-1.

WW-1 i.e. the concerned workman during his evidence disclosed that he got his appointment as Khalasi by the management on 25-1-78. He disclosed that as his wife became seriously ill he took leave from his office for the period from 11-10-87 to 16-10-87. On 17-10-87 he came to his place of work with a view to extension of his leave on the ground of serious ailment of his wife. He admitted that at that time he did not submit any such application for extension of his leave. He disclosed that thereafter on 12-7-94 he came to his place of work with a view to resume his duty but submitted an application to that effect (Ext. W-1) along with medical certificate but management illegally and arbitrarily did not allow him to resume his duty. He alleged that management on the ground of his absence neither issued any charge sheet nor conducted any departmental enquiry against him.

Therefore, considering the evidence of WW-1 it transpires that he got his appointment as Khalasi by the management on 25-1-78. On the ground of serious illness of his wife he went on leave duly sanctioned by the

management for the period from 11-10-87 to 16-11-87. On 17-11-87 he though came to his place of work left the place without giving any intimation to the management and thereafter on 12-7-94 he again came to his place of work with a view to resume his duty i.e. after a lapse of about 7 years. It is the specific allegation of the concerned workman that management without issuing any chargesheet and holding any departmental enquiry illegally and arbitrarily refused to allow him to resume his duty.

Before, taking into consideration of this fact it required to be looked into whether the concerned workman was actually an employee of the management. According to his statement it transpires that he got his appointment to the post of Khalasi by the management on 25-1-78. Inspite of claiming so he has failed to produce any paper in support of his claim. He disclosed that owing to serious illness of his wife he went on leave from 11-10-87 to 16-10-87 i.e. upto this period he worked as Khalasi under the management but to that effect also he failed to produce any cogent paper. He also has failed to produce any paper to show that he went on leave duly sanctioned by the management. It has been disclosed by him that on 17-11-87 he came to his place of work with a view to extend his leave for the illness of his wife but without getting sanction of any such leave he left the place of work and on 12-7-94 i.e. after a lapse of about 7 years he again came to his place of work with a view to resume his duty. It is his contention that management illegally and arbitrarily did not allow him to resume his duty. His further contention is that with the allegation of committing any misconduct on the ground of absentism management neither issued any chargesheet nor conducted any departmental enquiry against him. He further disclosed that for the said reason he submitted several representations to the management with a view to allow him to resume his duty but they did not consider his prayer.

Before taking into consideration of all the allegation the concerned workman did not consider necessary to establish that he was a workman under the management since January, 1978. He also did not consider necessary to produce the medical papers showing treatment of his wife for such a long period. Just relying on a copy of medical certificate he intended to justify the reason of his absence for such long period. To establish the authenticity of his claim he did not consider necessary to examine the doctor who issued the certificate in question. It is curious to note that the plea taken by the concerned workman in para-5 of his written statement finds no confirmity with the facts disclosed not only in his evidence but also in the medical certificate which he relied on. No satisfactory explanation is forthcoming why he did not consider necessary to intimate the management about the ground of his absence. He disclosed that when management refused to allow him to resume his duty he submitted several representations to the management for consideration but in course of hearing he has failed to produce a single copy of such representation. It is his contention that as the management refused to allow him to resume his duty he raised an Industrial Dispute before ALC(C) Patna. The reference shows that he raised that Industrial Dispute in the year 2001 i.e. long after six years of his alleged refusal by the management to resume his duty. He has failed to assign any reason to give any explanation of his such inordinate delay. Learned Advocate for the concerned workman referring decision reported in 1982 Supreme Court Cases (L & S) 124 submitted that even a casual or seasonal workman who rendered continuous service for one year or more cannot be retrenched on such ground without complying the requisites of Sec. 25F of the I. D. Act. Before taking into consideration of this fact the concerned workman cannot avoid his responsibility to establish that he was appointed by the management as Khalasi. Claim as made by the concerned workman in the Written Statement cannot be considered as substantive piece of evidence until and unless the same is substantiated by cogent evidence. In view of my discussion above I find sufficient reason to hold that inspite of getting ample opportunity the concerned workman has failed to justify his claim that he was appointed by the management as Khalasi as far back as in the year 1978. The facts that the concerned workman was not allowed by the management to resume his duty after remaining himself absent for continuous seven years depends upon the fact whether he was a workman being appointed by the management. As these two facts are co-related until and unless the later fact is established there is no scope to take cognizance of the initial fact.

Accordingly, after careful consideration of all the facts and circumstances I find no hesitation to say that the concerned workman has lamentably failed to substantiate his claim that he was a workman who got his appointment by the management in the post of Khalasi and for which he is not entitled to get any relief.

In the result, the following Award is rendered :—

"The action of the management of Divisional Railway Manager, Eastern Railway, Sonepur Bihar in terminating the services of Shri Bhimnath Bendlin after 10-7-1994 is justified. Consequently the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 27 अक्तूबर, 2004

का. आ. 3020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या 124/1999) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 26-10-2004 को प्राप्त हुआ था।

[सं. एल. 41012/209/1999-आई. आर. (बी-I)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 27th October, 2004

S.O. 3020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (C.R. No. 124/1999) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 26-10-2004.

[No. L-41012/209/99-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 19th October, 2004

PRESENT : Shri A. R. Siddiqui, Presiding Officer

C. R. No. 124/1999

I Party	**II Party**
Sh. R. Dakshinamurthy, C/o S. Bhakthavatsalu, No. 9, Bharti Nagar, Chennai-600023	The General Manager, Southern Railway, Moore Market Complex, Chennai-600003

APPEARANCES :

I Party :	S. Bhakthavatsalu, Trade Unionist
II Party :	S. M. Salihi, Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-41012/209/99/IR(B-I) dated 24-11-1999 for adjudication on the following schedule :

SCHEDULE

"Whether the management of M/s. Southern Railways is justified in terminating the services of Shri R. Dakshinamurthy, former Machine Turner/HS-II at Arsikere Station ? If not, to what relief the workman is entitled to ?"

2. The case of the I party as made out in the claim statement is as under :

That the Petitioner R. Dakshinamurthy, working as Machine turner in the Integral coach Factory, Perambur with effect from 4-5-1957 satisfactorily. The services of the Petitioner was terminated on 30-10-1972 by the ICF Administration on account of Trade Union activities, violating item No. 4(F) of the 5th Schedule of Unfair Labour Practice, Section 25(T) of the I. D. Act, 1947. The matter was taken up before the judicature of Madras High Court in Writ Petition No. 2848 and the Hon'ble Court was pleased to set aside the termination without consequential benefits in its order dated 12-3-79.

That the ICF Administration in not keeping with the responsibilites of the Office, it holds, ignored the Court Order and issued a mala fide transfer to Mysore Divn. Committing unfair labour practice item No. 7 of the 5th Schedule to the I. D. Act after lapse of period of 05 years from the date of Court Order from 13-10-1972—14-3-85, which was wrong, unjust, arbitrary discriminatory, illegal, unconstitutional, tentamount to contempt court order.

That the Petitioner carried out the transfer implicitely to the Sourthern Railway and joined duties as Mysore Division, with the fervent hope to getting transfer to Madras area.

That while working in Southern Railway, the Petition fell ill from 1-6-1986 and notified the Divisional Railway Manager, (Mech.) Mys. Division that the Petition is undergoing treatment with an eminent Doctor of Govt. Hospital at Pondicherry. When the Petitioner reported for duty with the Medical Fit Certificate issued by the Government Medical Authority, the Petitioner was not allowed to resume duty of his former post of Machine Turner, HS Gr. II. The Competent Authority had also failed to regularize the sick period as leave due, nor referred the medical certificate to the Railway Divisional Medical Officer for advice nor conducted verification of the *bona fide* of the certificate issued by the Govt. Medical Authority, thus violated Rule 521(2) of Chapter-V of Railway EST. Manual. The Petitioner is deemed to have been put back to duty on the expiry of 24 hours of his producing the medical certificate from the medical officer.

That the Petitioner was orally informed that his name was removed from the rolls, while the petitioner was undergoing treatment with the Govt. Medical Authority. The respondent has failed to serve any notice nor notify in any of the local news paper in a prescribed manner. The respondent has not obtained prior permission from the Competent Authority under Sec. 25(N)/2 and 33/2/B of the I. D. Act nor the copy of such application was served simultaneously on the Petitioner.

That the matter was taken up before the Conciliation Officer at Bangalore in number 8 (42) 99/B3, dated 13-8-89. The Competent Authority, General Manager, who is the employer as defined in rules 2(32) of Railway Act, 1989 has not filed any counter for various points raised in the main petition nor contradicted the various citations quoted therein. The respondent has not even consulted the Chairman Railway Rates Tribunal for its opinion nor copy of the advice was furnished to the petitioner thus violated Sec. 29 of the Discipline and Appeal Rule, 1968.

That the Petitioner submits that the action of the Management in terminating services of the Petitioner is illegal and unjustified and prays to set aside removed orders and reinstatement with back wages and consequential benefits upto the date of superannuation i.e. 30-6-1995 and other terminal benefits of Pension, Gratuity, Computation of Pension, Encashment of Leave Salary etc.

3. The management has registered the claim of the I party by filling its counter statement as under :

"That the first party was working as a Machine Turner, HS/II in Arsikere, under the Second party Railway Administration. He was removed from service with effect from 05-03-1988, after conducting a disciplinary enquiry duly following the Railway Servants (Discipline and Appeal) Rules, 1968 for his unauthorized absence of more than 327 days.

That the first party had earlier challenged his removal from service by filing Original Application No. 362/92 before the Central Administration Tribunal, Madras bench. The Hon'ble Tribunal was pleased to dismiss the same by an Order dated 11-02-1993. The cause of action for the O. A. before the Hon'ble C. A. T. as well as that of the present C. R. before this Hon'ble Tribunal are one and the same Hon'ble C. A. T. has already gone into the question of his removal from service which has become final. In view of this, the first party cannot be permitted to raise an Industrial Disptue (I. D. for short) on the same cause of action now, as the same is hit by principles of res-judicata. The first party cannot file a subsequent and successive I. D. claim after exhausting the remedy of O. A. before the Hon'ble C. A. T, for the same cause of action as the Law is well settled on this score. Therefore, the C. R. is not maintainable before this Hon'ble Tribunal.

That the first party has not raised the I. D. with clean hands. He is guilty of suppression of facts for duly hiding the material fact of having filed an O. A. before the C. A. T. and its dismissal subsequently. But, as the O. A. was dismissed way back in 1993 and as he has accepted it without any appeal, the dismissal of the O. A. has become final and binding on the first party.

That the first party is not serious of his claim. Though the O. A. is dismissed in 1993, he has raised the I.D. in 1999 after considerable lapse of time. There is undue delay and latches on the party of the first party. For the long delay and latches of the first party, the second party Railway Administration cannot be made to suffer. The I. D. is raised by the first party only to try his luck and he is only a chance seeker and hence he cannot be permitted to putforth his claim under this reference for the said cause of action before this Hon'ble Tribunal.

That the Hon'ble C. A. T. has conclusively gone into the merits of the case. The present second party and the Respondents therein had filed a detailed reply. The Hon'ble Tribunal was pleased to hear the matter and dismiss the original application of the applicant and first party herein. Now, raising an I. D. for the same cause of action, which has been already decided in the form of an O. A. amounts to a deemed appeal and therefore second party Railway Administration humbly submit that this Hon'ble Tribunal has no jurisdiction over the same. Moreover, this is not the appropriate forum as the first party's case has already been decided in a higher forum with appropriate jurisdiction.

That the first party was removed from service after conducting a departmental enquiry duly following the rules and procedure, for the charge of unauthorized absence of more than 327 days which is a grave misconduct. No employer can remain complacent towards any employee's long absence unauthorisedly which affects the system and sets a bad precedent.

That the Second party Railway Administration pray this Hon'ble Tribunal to reject the reference in linine in the ends of justice."

4. By filing his additional claim statement, the I party referred to his removal from service earlier to this and that his services were also terminated by the management after enquiry was conducted and Enquiry Officer rendered his findings to the fact that charges I to 5 are not proved and whereas charge no. 6 to 9 were proved. No findings was given on charge no. 9; that he filed an appeal and it was rejected and then filed a revision petition and while the revision petition was still pending he filed writ petition 2845/75 and that came to be disposed of by Hon'ble High Court of Madras directing the management to dispose of his aforesaid revision petiton. There was no order passed on his revision petition and therefore he approached the Hon'ble Minister for Railways

and under his orders he was ordered to be reinstated in service. It is there after he could not attend to his duties being physically unfit and taking treatment for his illness. He was again charge sheeted for his alleged unauthorized absence and enquiry was conducted behind his back and on the basis of the Enquiry Report, he was removed from service, and this fact was brought to his notice orally when he went to report for duty. Even as on today no written orders were passed removing him from service. Therefore, the action of the management was nothing but unfair labour practice and a case of Victmization continued right from the year 1975. In the last he requested the court to pass an order for the payment of Pensionary Benefits and Gratuity etc., he being as on today 65 years old suffering lot with his aged wife for surviving itself.

5. Keeping in view the pleadings of the parties with respect to fairness and validity or otherwise of the Enquiry Proceedings, this court on 10-5-2004 framed following preliminary issue :

"Whether the Domestic Enquiry conducted by the II party against I party as fair and proper ?"

6. During the course of trial of the said issue the management examine one witness as MW 1 and got marked at Ex. M1 to M4. After hearing the learned counsel for the II party and Shri S. B. Trade Union Official representing the I party, recorded the finding on the said issue in the affirmative holding that enquiry conducted against the I party was fair and proper.

7. On 18-08-2004 learned representative for the I party submitted that the written arguments he has already filed on the point of Domestic Enquiry also may be taken as arguments on merits of the case. On 22-09-2004 once again learned representative for the I party and learned counsel for the II party were heard on merits orally and with the consent of both 4 documents were marked at Ex M5 to M6.

8. Now therefore, in the light of the finding recorded by me on the point of Domestic Enquiry holding that the enquiry held against the I party was fair and proper, the question which ought to have been considered was with regard to the perversity of the findings rendered by the Enquiry Officer. However, during the course of arguments learned counsel for the II party requested this tribunal to give findings in the first instance on the point as to whether the present reference proceedings are not maintainable rather barred by principle of 'res judicata' in the light of the orders already passed by the CAT, Madras Bench in an Original Application No. 362/92 filed by the present I party, challenging the very order of removal from service made by the Management which is also now questioned before this tribunal by way of present reference. Now therefore, before deciding the case on merits rather the point whether the findings of Enquiry officer suffered from any perversity, it becomes necessary for this tribunal first to decide the question about the maintainability of the present reference in the light of the orders of CAT Madras Bench as noted above.

9. Learned counsel for the management vehemently submitted that the I party had challenged the order removing him from service by filing the aforesaid application No. 362/92 and after the management opposed the said application, before the said bench, CAT Madras Bench dismissed his said application on merits and therefore the order dated 11-02-1993 passed by the CAT Madras in the said application amounts to resjudicata as against the present reference and the reference is liable to be dismissed as not maintainable. He contended that the I party has suppressed above said CAT order as well as the orders passed by the Central Government, Labour Court, Chennai dated 28-04-2004, wherein he claimed a sum of Rs. 3,61,900.00 towards statutory benefits and other benefits and got the orders in his favour.

10. Whereas, learned reprsentative for the I party in his written arguments as well as in his oral arguments submitted that the order passed by the CAT Madras Bench do not attract the principles of rejudicata to the labour dispute which has been referred by the Government of India. He contended that under Section 2A read by Section 10(1) of the ID Act dispute referred by the Ministry of Labour does not suffer from vice of delegation of unbridled power of the Government to make reference. He contended that the workman has right to choose between the two forums and cited a ruling reported in 1999 (1) LLJ 107, Madras High Court. In support of his case that the present reference is not bad despite the orders for CAT Madras Bench, he referred to a decision reported in 1975 I LLJ 126, Kerala High Court.

11. After having gone through the orders dated 11-02-1993 of CAT Madras Bench passed in OA 362/92 marked in this tribunal at Ex. M 7, I find substance in the arguments advanced by the Management that principles of res judicata do attract and are applicable to the present dispute by the first party is not competent in the fact of orders by CAT, Madras Bench.

12. The fact that the I party filed an application in OA 362/92 challenging the order of the Management dated 17-12-1988 terminating his services dated 17-02-1988 and that his application came to be dismissed by CAT, Madras Bench by their order dated 11-02-1993 is not disputed and cannot be disputed by the I party. The certified Xerox copy of the said order has very much been placed before the tribunal and marked at Ex. M-7. From the perusal of the said order it becomes crystal clear that the I party not only challenged the Enquiry Proceedings conducted against him for his unauthorised absence from duty but also challenged the Enquiry findings of the Enquiry officer holding him guilty of misconduct. He also challenged the above said order dated 17-12-1988 passed by the Management on the basis of the enquiry findings

removing him from service w.e.f. 05-03-1988. Now, therefore, a question arises as to whether in the face of the above said orders of CAT, Madras Bench I party can maintain the present reference proceedings. First of all it is very interesting to note that the I party suppressed this order of the CAT in his claim statement. It is significant to note that when the management took up the contention that there is already an order by the CAT dismissing his application challenging his termination order, he again did not meet the said contention in his rejoinder to the counter statement. He neither disputed the said fact nor admitted the same. However, as noted above, the learned representative of the I party, it is in his written arguments made an attempt to meet the above said contention of the management by saying that the present reference is very much maintainable despite the orders of the CAT, Madras Bench referred to supra. As seen above he took the support of the above said two decisions in this context. The decision of Madras High Court cited on behalf of the I party, in fact goes against his case what was laid down in the said decision was that party has right to choose between the two forums. In the instant case undisputedly I party had chosen the forum of CAT, Madras Bench and therefore he cannot once again come before this tribunal, agitating the very same right which has been rejected by the CAT, Madras Bench. As far as the decision of Kerala High Court is concerned, in my humble opinion, it is not applicable to the facts of the present case. Moreover, on this point the Division Bench of our Hon'ble High Court in a case reported in ILR 2000 Karnataka 3493 very candidly and elaborately laid down the principle that the reference cannot be maintained when the dispute has already been adjudicated by other competent authority. Their Lordships while dealing with the question like one on hand at para 17, 18 and 19 observed as under :

"Para 17. So far as this question is concerned, the decision of the Supreme Court in the case of TALUKA PANCHAYAT VS. ICHHABEN SHIVRAM DAVE squarely clinches the issue. In this case, the respondent before the Supreme Court, was employed as waterwoman by the Taluk Panchayat. Her services came to be terminated on 17-2-1983. After having failed to secure any relief in the internal appear she approached the State's Civil Services Tribunal. The Tribunal also dismissed her claim. Thereafter, she raised an industrial dispute which was referred to the Labour Court. The labour Court gave an award in her favour directing reinstatement with backwages. The Taluk Panchayat after having failed before the Gujarat High Court, filed appeal by way of Speciasl Leave before the Supreme Court.

Para 18. The Supreme Court after noticing the above facts held that "The above facts which are borne out from authentic documents in the form of decision of competent authorities are sufficient to indicate that reference made to the labour Court after the dispute had been earlier adjudicate in the matter indicated, was clearly incompetent.

"Para 19. Keeping in view the dictum of the Supreme Court, since in the present case as well termination/retrenchment of the respondent was held to be valid by the Central Administrative Tribunal, it was incompetent on the part of the Labour Court to entertain the dispute in question."

13. Therefore, the aforesaid principle of law laid down by our Hon'ble High Court sitting in a division Bench would answer both the contentions raided by the I party that the present reference proceedings are not competent in the face of the orders passed by the Madras Bench referred to supra. It was also a case arising out of the reference made by the appropriate government (The Statement Government) and their lordships held that the dispute raised even by way of reference proceedings cannot be maintained. As soon above, their lordships of our Hon'ble High Court in coming to the aforesaid conclusion have also relied upon the decision of the Supreme Court and therefore, now it cannot lie in the mouth of the I party to contend that he can maintain the present proceedings in the light of the CAT orders as they are arising out the reference made by the competent appropriate government. Therefore as argued for the management the dispute raised by the I party by way of present reference proceedings is clearly incompetent in view of the aforesaid decision of the CAT, Madras Bench which rejected the application of the I party challenging the impugned punishment order on merits of the case itself.

14. The fact that the I party filed a Claim Petition No.: 4 of 1999 before the Central Government, Labour Court, Chennai claiming a sum of Rs. 3,61,900:00 towards statutory benefits and other terminal benefits and that he got the orders from the court in his favour and that he was paid the above said sum by the management is not disputed by the I party. In fact, he referred to this fact at para 12 of the arguments stating that the Labour Court, Chennai was pleased to pass an award on 28-04-2004 computing backwages up to the date of his Superannuation on 30--06-1995.

15. Therefore, the above said order of the Labour Court also as, argued for the management must come in his way in raising the present dispute. In the result for the forgoing reasons reference is liable to be rejected and hence the following order.

ORDER

Reference is dismissed as not maintainable. No order to cost.

(Dictated to the LDC, transcribed by him, corrected and signed by me on 19th October, 2001)

A. R. SIDDIQUI, Presiding Officer

Printed by the Manager, Govt. of India Press, Ring Road, Maya Puri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054, 2004